

City of Kenmore



City of Kenmore - 18120 68th Avenue NE Kenmore, WA 98028 Phone: 425-398-8900
Agendas also available at www.kenmorewa.gov E-mail: cityhall@kenmorewa.gov

City Council Special & Regular Meeting

ON-SITE & ONLINE

June 13, 2022 - 6:15 p.m.

ZOOM LINK: <https://us02web.zoom.us/j/82432559267>

US: +12532158782,,82432559267# or +16699009128,,82432559267#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 824 3255 9267

I. CALL SPECIAL MEETING TO ORDER - 6:15 PM

II. EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the City Council will now enter an executive session to discuss pending or potential litigation. The session is slated to last approximately 45 minutes.

III. POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

NO ACTION

IV. ADJOURN SPECIAL MEETING

V. CALL REGULAR MEETING TO ORDER - 7 PM

VI. ROLL CALL

VII. FLAG SALUTE

VIII. AGENDA APPROVAL

IX. PROCLAMATION

- A. Recognizing Juneteenth - To be accepted by Dr. Devin Byrd, President of Bastyr University
[Juneteenth 2022 Proclamation](#)

X. PRESENTATION

- A. Recognizing Outgoing Development Services Director Bryan Hampson and Years of Service

XI. PUBLIC COMMENTS

- A. We welcome our community members to the Council's meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the Council is to listen. We will hear from our on-site guests first, followed by our virtual guests. If you're online, please use the "raise hand" feature now if you wish to speak. All guests must address comments to the Mayor and City Council. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please state your name and city of residence for the record and keep your comments to the allotted time. We will not split your time with others or reset your time except by express approval of the Presiding Officer. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments.

**XII. CONSENT AGENDA
APPROVED**

- A. Approve Minutes:
[City Council May 23, 2022 Regular Meeting](#)
[City Council May 31, 2022 Special Meeting](#)
- B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.77 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 5/20/22 in the amount totaling \$179,116.92, and an ACH Payment to KBA, Inc. in the amount of \$9,920.03, and an ACH Payment to KBA, Inc., in the amount of \$104,962.40, and an ACH Payment to US Bank in the amount of \$22,888.12, and a Payroll Check #10178 in the amount of \$245.32.
[Voucher Approval Report dated 5/27/22](#)
- C. Approve Resolution 22-383, adopting the Americans with Disabilities Act Transition Plan
[Agenda Bill - ADA Transition Plan Adoption](#)
[Resolution 22-383 - ADA Transition Plan](#)
[Kenmore ADA Transition Plan - June 2022](#)
- D. Approve Resolution 22-385, Reducing Speed Limits on Various Streets
[Agenda Bill - Reducing Speed Limits on Various Streets \(Resolution 22-385\)](#)
[Resolution 22-385](#)
[Attachment A - Resolution 22-385](#)
- E. Approve Resolution 22-386, Amending Resolution No 21-373, thereby Extending the Term of Approved Interfund Loan by Three Months (A Loan from the General Fund to the Public Works Fund in an amount of \$1.2 million, A Loan from the Strategic Opportunities Fund to the Public Works Shop Fund

in an amount up to \$1.2 million, and A Loan from the Surface Water Management Fund to the Public Works Shop Fund in an amount of up to \$400,000).

[Agenda Bill - Interfund Loan & Resolution No. 22-386](#)

- F. Authorize the City Manager to Execute Contract 22-C2797 between the YMCA of Greater Seattle and the City of Kenmore for Provision of the Youth Day Camp Series During the Summer of 2022 Wallace Swamp Creek Park and Kenmore Elementary

[Agenda Bill - YMCA Contract Contract 22-C2797 with the YMCA for Summer Day Camp](#)

[Attachment 1 Contract 22-C2797 with YMCA](#)

[Attachment 2 Contract with AWC for SEEK funds](#)

XIII. BUSINESS AGENDA

DISCUSSION/ACTION TO CONTINUE ON THE FOLLOWING RENTER PROTECTION REGULATIONS:

- **JUST CAUSE EVICTION PROTECTION AND REMOVING JUST CAUSE EXEMPTIONS**
- **BAN ON ABUSIVE, DECEPTIVE AND UNFAIR PRACTICES IN RENTAL HOUSING**

- A. Residential Renter Protections, presented by Community Development Director Debbie Bent, *for Discussion and Direction*

[Agenda Bill - Renter Protections - June 2022](#)

[Attachment #1 Ordinance 22-0545 and Attachment #2 Amending KMC 18.55 Tenant Protections](#)

[Attachment #3 Summary of Just Cause Eviction Laws](#)

[Attachment #3a Examples of Just Cause Eviction Regulations](#)

[Attachment #4 Summary of relocation assistance](#)

[attachment #4a examples of tenant relocation assistance regulations](#)

[Attachment #5 Summary of laws, ban on unfair practices](#)

[Attachment 5a Unincorporated King County Regulations Unfair or abusive acts by landlords prohibited](#)

[Tenant Protections Topic 6 Summary of not requiring disable person signatory on lease](#)

[Attachment #7 Criminal Background Screening summary](#)

[Attachment #7a House Bill 2017](#)

[Attachment #7b House Bill 2017 Bill Analysis](#)

[Attachment #7c HUD Fair Housing Poster](#)

[Attachment #7d Seattle Fair Housing poster](#)

[Attachment #7d Washington Fair Housing Poster](#)

[Attachment #7e Seattle use of Screening Records](#)

[Attachment #8 MRSC Article Municipal Regulation of Residential Tenancies](#)

XIV. STAFF REPORT

XV. COUNCILMEMBER REPORTS & COMMENTS

XVI. ADJOURNMENT

UPCOMING MEETINGS:

- A. June 21, 2022 (Tuesday) Regular Meeting
- June 27, 2022 Regular Meeting
- July 11, 2022 Regular Meeting
- July 18, 2022 Special Meeting - 6:30 p.m.

City of Kenmore, Washington



PROCLAMATION

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

WHEREAS, a celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

WHEREAS, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and

WHEREAS, on a larger scale, the celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity, which are at the core of the American Dream; and

WHEREAS, on May 13, 2021, Governor Jay Inslee signed House Bill 1016, officially declaring Juneteenth a state holiday, and granting a paid day off for state workers starting in 2022; and

WHEREAS, The Kenmore City Council adopted Resolution No. 22-381, thereby declaring Juneteenth an official City Holiday; and

WHEREAS, despite that over 155 years have passed since chattel slavery was officially ended in the United States, the nation continues to struggle with dismantling the lingering effects of discriminatory systems and structural racism in our country; and

WHEREAS, The City of Kenmore strives to create a Kenmore where all people feel safe and respected;

NOW, THEREFORE, I, Nigel Baker, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim **June 19** as a day to celebrate **JUNETEENTH 2022** throughout the City of Kenmore. We urge all residents to join with the City Council in this observance.

IN WITNESS WHEREOF, signed this 13th day of June 2022.



Signed: _____

Mayor Nigel Herbig

Attested: _____

City Clerk Anastasiya Warhol

**City of Kenmore
City Council Meeting
Regular Meeting Minutes
May 23, 2022**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Councilmember David Baker
Councilmember Joe Marshall
Councilmember Debra Srebnik
Councilmember Corina Pfeil
Councilmember Angela Kugler
Deputy Mayor Melanie O'Cain

Staff: City Manager Rob Karlinsey
Assistant City Manager Stephanie Lucash
City Attorney Dawn Reitan
Acting Clerk Sammie Roeun
City Engineer John Vicente
Environmental Services Manager Richard Sawyer
Development Services Director Bryan Hampson
Community Development Director Debbie Bent

Speaking Guests: Jenny Sayward, Northshore Pride Group
Patrick O'Brien, Kenmore Resident
Nadia Silver, Kenmore Resident
Carrie Bergstrom-Halls, Kenmore Resident
Janet Hays, Kenmore Resident
Kay Fontaine, Kenmore Resident
Katherine Pines, Kenmore Resident
Paul Lee, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Elizabeth Cox, Kenmore Resident
Jacquelyn Roumalis, Kenmore Resident
Marilyn K, Kenmore Resident
Karen Peterson, Plymouth Housing
Elsa Kings, ARCH
Rod Stevens, Business Street LLC

CALL MEETING TO ORDER – 7:00 PM

Mayor Herbig called the regular meeting to order.

FLAG SALUTE

Mayor Herbig led the Council in the flag salute.

AGENDA APPROVAL

The agenda was approved as published.

PUBLIC COMMENT

The Council took comments from the public from approximately 7:15 p.m. to 7:49 p.m.
Timestamped link included here: <https://youtu.be/BChQQGFR4mg?t=1612>

PROCLAMATIONS

Mayor Herbig issued the Pride Month Proclamation; it was accepted by Jenny Sayward of Northshore Pride Group.

[Pride Proclamation - 2022](#)

Mayor Herbig issued the National Gun Violence Awareness Day Proclamation

[Gun Violence Awareness Day Proclamation - 2022](#)

CONSENT AGENDA

- A. Approve Total Check #s 49605 through 49685 totaling \$618,162.56 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 5/06/22 in the amount totaling \$178,930.64, and an ACH Payment to Road Construction NW in the amount of \$157,058.65, and an ACH Payment to Thomco Construction in the amount of \$117,877.52, and ACH Payment to WA Federal Bank in the amount of \$110,910.47.
[Voucher Approval Report Dated 5/13/22](#)
- B. Receive and File March 2022 Financial Report
[Monthly Financial Report - March 2022](#)
- C. Authorize the City Manager to execute Contract 22-C2767 with Verra Mobility in the amount of \$562,500 over 5 years to provide traffic safety camera services and equipment for the KAPE program
[Agenda Bill- Verra Mobility Award KAPE Program](#)
- D. Adopt Resolution 22-382, Approving the 2022 Pedestrian Facilities Plan
[Agenda Bill - 2022 Pedestrian Facility Plan](#)
[Resolution 22- 382 Adopting the 2022 Pedestrian Facilities Plan](#)
[2022 Pedestrian Facilities Plan - FINAL](#)

The Council agreed to pull item D from the consent agenda: Adopt Resolution 22-382, Approving the 2022 Pedestrian Facilities Plan off the consent agenda.

MOTION: Councilmember Baker moved to approve the consent agenda including items A-C outlined above. Councilmember Marshall seconded the motion.

VOTE: 6 For, 1 Against, 0 Abstain, MOTION CARRIED.

- D. Adopt Resolution 22-382, Approving the 2022 Pedestrian Facilities Plan
[Agenda Bill - 2022 Pedestrian Facility Plan](#)
[Resolution 22- 382 Adopting the 2022 Pedestrian Facilities Plan](#)
[2022 Pedestrian Facilities Plan - FINAL](#)

MOTION: Councilmember Kugler moved to approve Resolution 22-382 as amended, removing the NE 185th Tolt Trail 73rd-80th Project #92. Councilmember Pfeil seconded the motion.

VOTE: 7 For, 0 Against, 0 Abstain, MOTION CARRIED.

BUSINESS AGENDA

- A. **Affordable Housing Development Proposal Update, presented by Assistant City Manager/ ARPA Administrator Stephanie Lucash, for Discussion**
[City Council Agenda Bill - Affordable Housing Update for Council - May 2022](#)
[Affordable Housing Council Presentation - May 23, 2022](#)

Assistant City Manager Stephanie Lucash gave the council an update on the Affordable Housing Development Proposal (RFP 22-C2789, 6532 Bothell Way NE). Ms. Lucash announced that the City has selected Plymouth Housing as the City partner based on the proposal submitted as part of the RFP process. Karen Peterson, Chief Real Estate Officer at Plymouth Housing also joined the meeting. The Plymouth Housing proposal unveils a “Kenmore Senior Housing” plan, seeking to create 100 units of affordable housing with a mix of studios and one-bedroom units. The focus of the project is seniors, veterans, and individuals with disabilities. All units will serve those residents with an average median income of 30% or less.

The Council expressed shock, excitement, and overwhelming support for the proposal and the project.

STUDY SESSION AGENDA

- A. **Downtown Revitalization with guest Rod Stevens of Business Street, LLC**
[Agenda Bill - Downtown Revitalization](#)

Rod Stevens advised that the central question is: ‘How do we get good development in downtown Kenmore?’ Rod explained that revitalization, housing, equity, and jobs, all work together to create a thriving community. The City has incredible assets, including its proximity to other urban hubs, and the beautiful lakefront. One challenge to confront is the overall condition of the streets which may detract investors - streets which favor cars and not pedestrians. One strategy to revitalize downtown Kenmore would be to move the City Center “bullseye” and focus on creating offerings for youth. An example of this is, during the course of future development, create mixed use buildings serving younger people, such as a ‘maker space’ or a Boys and Girls Club location. Mr. Stevens also briefly touched on the following elements that could possibly be beneficial for Kenmore:

- Create a Downtown Plan
- Develop City-Owned Sites
- Consider Air-Rights
- Invest in Head-of-the-Lake Branding
- Invite Cutting-edge Industry
- Develop a regional waterfront park

The Council was appreciative of the presentation and looks forward to discussing any next steps in the future.

BUSINESS AGENDA - CONTINUED

B. National Pollutant Discharge Elimination System (NPDES) Surface Water Permit Update, presented by Environmental Services Manager Richard Sawyer, for Information

[Agenda Bill - NPDES and Storm Water Management Presentation - Surface Water Management & NPDES](#)

Environmental Services Manager Richard Sawyer explained that Federal Clean Water Act is maintained through the monitoring of pollutants from a human generated source into U.S. waters, explicitly authorized under a National Pollutant Discharge Elimination System (NPDES) permit. There are a multitude of conditions, standards, reporting requirements, monitoring and assessment requirements and responsibilities outlined in the permit; however, the core of the permit is the Stormwater Management Program (SWMP). The City's Stormwater Management Plan includes the following components:

- Stormwater Planning
- Public Education and Outreach
- Public Involvement and Participation
- MS4 Mapping and Documentation
- Illicit Discharge Detection and Elimination
- Controlling Runoff from New Development, Redevelopment and Construction Sites
- Operations and Maintenance
- Source Control Program for Existing Development
- Total Maximum Daily Load (TMDL)
- Structural Stormwater Controls

Continued compliance and support of the Clean Water Act will require financial resources. Mr. Sawyer noted that new sources, identified in the city's 2018 SWM rate study and supported by rate increases implemented in 2019, will be proposed in the 2023-2024 biennium budget. Stormwater utility rates should continue being reviewed periodically and adjusted accordingly to provide a sustainable revenue source for NPDES requirements. The City foresees the hiring of additional staff to complete this ongoing work.

STAFF REPORTS

In-Person Hybrid Meetings Discussion and Action - Anastasiya Warhol, City Clerk

[Resuming In-Person Meetings Staff Memorandum - May 2022](#)

In the absence of the City Clerk, City Manager Rob Karlinsey mentioned that the City recently ran a successful mock hybrid meeting. Hybrid meetings will require two staff persons to manage both the physical space, as well as the virtual zoom webinar. A rough estimate for the additional staffing is between \$12,000-17,000 annually. Attorney Dawn Reitan also noted that the Council Rules and Procedures might need to be amended to address remote participation. The Council agreed to continue investments in the hybrid Council meeting model.

Intersection Widths/Curb Bulbs on Juanita Drive - John Vicente, City Engineer

[Intersection Widths-Curb Bulbs Staff Report - May 2022](#)

MOTION: Councilmember Pfeil moved to widen crossing distance at 163rd by two feet. Deputy Mayor O'Cain seconded the motion.

VOTE: 5 For, 2 Against, 0 Abstain, MOTION CARRIED.

State Planning Grant Opportunity - Debbie Bent, Community Development Director Planner Lauri Anderson unveiled a grant opportunity provided by the Department of Commerce. Preliminary, the Planning Commission is in support of duplexes and triplexes being allowed in the quarter mile of the City's two main transit corridors (a form of missing middle housing). The grant deadline is June 9. Grant funds will likely go toward consultant work to analyze missing middle types and proposals in Kenmore. Council consensus was gathered in support of the Mayor signing the grant letter.

COUNCILMEMBER REPORTS & COMMENTS

The City Council agreed to discuss an amended coffee with council format in July.

ADJOURNMENT

Mayor Herbig adjourned the meeting at 11:15 p.m.

Nigel Herbig, Mayor

ATTEST:

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
May 31, 2022**

These minutes are created to capture Council action. This is not a verbatim transcript. Meeting video and audio is available on the City YouTube channel.

PRESENT:

Councilmembers: Mayor Nigel Herbig
Deputy Mayor Melanie O'Cain
Councilmember David Baker
Councilmember Joe Marshall
Councilmember Corina Pfeil
Councilmember Angela Kugler
Councilmember Debra Srebnik

Staff: City Manager Rob Karlinsey
Assistant City Manager/ARPA Administrator Stephanie Lucash
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
Development Services Director Bryan Hampson

Speaking Guests: Karen Peterson – Plymouth Housing
Yi Zhao – Plymouth Housing
Elizabeth Murphy – Plymouth Housing
Elsa Kings – ARCH
Lindsay Masters - ARCH

CALL SPECIAL MEETING TO ORDER

Mayor Herbig called the Special Meeting to order at 6:00 pm.

AGENDA APPROVAL

The agenda was approved as presented.

EXECUTIVE SESSION

Pursuant to RCW 43.30.110 (b), the City Council entered an executive session to discuss to real estate acquisition. Although originally slated to end at 6:44, the session was publicly extended twice, ending at 7:15 p.m. There was no action taken.

CONSENT AGENDA

A. Approve Minutes:
[City Council May 09, 2022, Regular Meeting Minutes](#)
[City Council May 10, 2022, Special Meeting Minutes](#)
[City Council May 16, 2022, Regular Meeting Minutes](#)

- B. Authorize City Manager to Approve Contract 22-C2830 with Wagner Architects and Planners for additional planning and design services for the Public Works Maintenance Facility
[Agenda Bill - Contract 22-C2830 Wagner Architects](#)
[Contract 22-C2830 Combined E-ABC](#)
[Contract 21-C2756](#)
- C. Authorize City Manager to approve Contract 21-C2754 Amendment No. 1 with PSR Mechanical for HVAC Upgrades at the Senior Center to add working days and increase the contract amount due to delays with equipment availability as a result of the pandemic
[Agenda Bill - Contract 21-C-2754 Amendment No.1](#)
[21-C2754 Senior Center HVAC Upgrades Executed](#)
[Contract 21-C2754 Amendment No. 1](#)
[Kenmore Senior Center - COP#1](#)

MOTION: Councilmember Baker moved to approve the consent agenda including items A-C outlined above. Councilmember Kugler seconded the motion.

VOTE: Consent Agenda was approved by UNANIMOUS CONSENT.

STUDY SESSION AGENDA

- A. Plymouth Housing Affordable Housing Proposal (RFP 22-C2789) Discussion, Presented by Assistant City Manager Stephanie Lucash and partners from Plymouth Housing
[Agenda Bill - Affordable Housing Update for Council](#)
[Plymouth Kenmore Senior Housing - RFP Response](#)
[Presentation to City Council - Plymouth Housing Partnership](#)

Assistant City Manager Stephanie Lucash introduced attending members of the Plymouth Housing Team.

Karen Peterson, Chief Real estate Officer, explained that part of Plymouth Housing's mission is to provide housing that allows people to stabilize and improve their lives. Plymouth's offerings include a continuum of care which are system supported by outreach and case management. The Kenmore Supportive Housing project (RFP# 22-C2789) aims to focus on the following populations: those with income 30% or less of the Area Median Income (AMI), Seniors (55+), Veterans, Disabled Individuals, Formerly homeless persons.

Yi Zhao, Chief Asset Management Officer at Plymouth, explained that Plymouth Housing is in the process of hiring a chief Behavioral Health Officer to add to the staff team. In discussing operating funds, Yi Zhao noted that they hope to work with King County Housing Authority and their issuance of 100 housing vouchers which can be relied on.

Elsa Kings of ARCH also expressed willingness to supplement some of the funding needed to make this a sustainable housing site.

Stephanie Lucash advised that they will return with the Plymouth Housing Team in June 2022.

ADJOURNMENT

Mayor Herbig adjourned the meeting at 8:57 p.m.

Nigel Herbig, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



Voucher Certification and Approval

City of Kenmore

DATE RANGE:

05/14/2022 - 05/27/2022

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and the the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total Check #s 49686 through 49788: \$1,655,832.77

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 05/20/22 \$179,116.92

ACH Payment to KBA, Inc.: \$9,920.03

ACH Payment to KBA, Inc.: \$104,962.40

ACH Payments to US Bank: \$22,888.12

Payroll Check #10178 \$245.32

Rob Karlinsey
Rob Karlinsey (May 31, 2022 16:52 PDT)

May 31, 2022

City Manager / Date

Leticia Salcido
Leticia Salcido (May 31, 2022 15:22 PDT)

May 31, 2022

Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
KBA INC.	1142	05/27/2022	3/1-4/30 Local Road Safety-Signing Mgmt.	9,920.03
KBA INC.	1143	05/27/2022	March 18-C1846 W. Samm. Bridge Proj. Mgmt	104,962.40
U.S. BANK PURCHASE CARDS	1144	05/27/2022	Amazon/USPS	282.70
U.S. BANK PURCHASE CARDS	1145	05/27/2022	Userway.org/Reliable Translations	124.00
U.S. BANK PURCHASE CARDS	1146	05/27/2022	Zoom	33.00
U.S. BANK PURCHASE CARDS	1147	05/27/2022	Volgistics/Amazon	570.64
U.S. BANK PURCHASE CARDS	1148	05/27/2022	AWC/Shutterstock/Vcita/WAPro/Wix/Amazon	630.54
U.S. BANK PURCHASE CARDS	1149	05/27/2022	4Imprint/Bothell Ski & Bike	1,465.86
U.S. BANK PURCHASE CARDS	1150	05/27/2022	Red Lion Inn/Amazon/Costco/Arco/WSP	1,485.56
U.S. BANK PURCHASE CARDS	1151	05/27/2022	Costco.com	249.74
U.S. BANK PURCHASE CARDS	1152	05/27/2022	JRW Enterprises/Cvent.com/Amazon	6,959.39
U.S. BANK PURCHASE CARDS	1153	05/27/2022	Zoom/Commanlink/Dell	4,232.07
U.S. BANK PURCHASE CARDS	1154	05/27/2022	Zoom/United Airlines	867.74
U.S. BANK PURCHASE CARDS	1155	05/27/2022	International Code Council/ISA	660.00

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

U.S. BANK PURCHASE CARDS	1156	05/27/2022	Amazon	73.67
U.S. BANK PURCHASE CARDS	1157	05/27/2022	Oxford Suites Portland	313.22
U.S. BANK PURCHASE CARDS	1158	05/27/2022	1000Bulbs/Stoneway Roofing/JRW Enterprises/U-Haul	4,939.99
AFLAC	49686	05/20/2022	Employee Medical/Disability Plans	86.19
AWC EMPLOYEE BENEFIT TRUST	49687	05/20/2022	Employee Health Insurance	74,521.20
AWC EMPLOYEE BENEFIT TRUST	49688	05/20/2022	Void	-
AWC EMPLOYEE BENEFIT TRUST	49689	05/20/2022	Void	-
DEPARTMENT OF LABOR AND INDUSTRIES	49690	05/20/2022	City of Kenmore	4,250.76
DEPARTMENT OF LABOR AND INDUSTRIES	49691	05/20/2022	Void	-
EMPLOYMENT SECURITY DEPARTMENT	49692	05/20/2022	Paid Family & Medical Leave	2,163.86
EMPLOYMENT SECURITY DEPARTMENT	49693	05/20/2022	Void	-
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	49694	05/20/2022	City of Kenmore 401a	20,130.26
ICMA RETIREMENT TRUST 457 / 304745	49695	05/20/2022	ICMA 457 Deferred Comp	7,146.46
LINCOLN NATIONAL LIFE INSURANCE	49696	05/20/2022	Life Ins/ADD & LTD	1,553.39
NATIONAL LIFE OF VERMONT	49697	05/20/2022	Life Insurance	123.17
STATE OF FLORIDA DISBURSEMENT UNIT	49698	05/20/2022	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	49699	05/20/2022	Employee Charitable Contribution	80.00
1901 WLD KENMORE 68TH LLC	49700	05/27/2022	Refund Overpayment BLD22-0029	4,958.70
ADVANCE TESTING & SERVICE INC	49701	05/27/2022	Annual Backflow Testing	1,842.00
AGORA REFRESHMENTS	49702	05/27/2022	City Hall Water Filter Systems Maintenance	225.48
AM TEST, INC	49703	05/27/2022	Swamp Creek Water Sample Testing	200.00
APPLEONE EMPLOYMENT SERVICES	49704	05/27/2022	Engineering Dept. Temporary Svcs Week Ending 5/13	1,053.45
APPLEONE EMPLOYMENT SERVICES	49705	05/27/2022	Engineering Dept. Temporary Svcs Week Ending 5/6	1,053.45
ASSOCIATION OF WA CITIES	49706	05/27/2022	Annual Conference Registration for David Baker	375.00
AUTOMATED CONTROLS/ALBIREO ENERGY	49707	05/27/2022	City Hall HVAC Repairs	1,282.17
BCN TELECOM, INC.	49708	05/27/2022	5/15-6/14 City Hall Phones	383.60
BUILDERS EXCHANGE OF WASHINGTON INC	49709	05/27/2022	W. Sammamish Bridge Project Online Publishing	29.80
BUILDERS EXCHANGE OF WASHINGTON INC	49710	05/27/2022	W. Sammamish Bridge Online Publishing	25.00
BUILDERS EXCHANGE OF WASHINGTON INC	49711	05/27/2022	Online Publishing T48 LRSP Signing Project	55.45
CADMAN MATERIALS, INC.	49712	05/27/2022	Asphalt for ROW Repairs	370.40
CANON FINANCIAL SERVICES, INC.	49713	05/27/2022	May 2nd Floor Copier Lease	266.08
CASCADE PEST CONTROL	49714	05/27/2022	Rhododendron Park Pest Control	154.58
CASCADIA CONSULTING GROUP, INC.	49715	05/27/2022	3/26-4/25 21-C2679 Climate Action Plan Consulting	3,994.08
CECCANTI, INC.	49716	05/27/2022	19-C1977 April W. Sammamish Bridge Construction	355,495.81

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

CHANIN KELLY-RAE CONSULTING LLC	49717	05/27/2022	April DEI Consulting Services	9,306.66
CHRISTIAN W. SMITH	49718	05/27/2022	Conflict Counsel Svcs #619000431/615292207	650.00
CITY OF BELLEVUE	49719	05/27/2022	1st Qtr 2022 Mybuildingpermit.com Subscription	3,640.17
CITYWORKS/ AZTECA SYSTEMS INC.	49720	05/27/2022	4/17/22-4/16/23 Cityworks ELA	36,333.00
CODE PUBLISHING COMPANY	49721	05/27/2022	Annual Web Hosting Fee	480.00
COMCAST BUSINESS	49722	05/27/2022	5/14-6/13 City Hall Internet & Cable	154.21
COMCAST BUSINESS	49723	05/27/2022	5/10-6/9 Squire's Landing Internet	71.95
CROSSROAD SIGN	49724	05/27/2022	Utility Box Cabinet Wrap 181st/61st	3,442.65
ELECTRONIC BUSINESS MACHINES	49725	05/27/2022	Apr. 2nd Floor Copier B/W & Color Overage	124.13
ELECTRONIC BUSINESS MACHINES	49726	05/27/2022	Dec. 2021 2nd Floor Copier B/W & Color Overage	94.75
EVERMARK, LLC	49727	05/27/2022	Logowear Order	676.25
FIRE PROTECTION, INC	49728	05/27/2022	Hangar Bldg. Fire Alarm Inspections	1,551.76
FOSTER GARVEY PC	49729	05/27/2022	April Ben Holt Industries Property Acquisition	11,296.50
FOSTER GARVEY PC	49730	05/27/2022	April Misc. Atty Svcs - General Condemnation	7,173.00
FOSTER GARVEY PC	49731	05/27/2022	April Atty Svcs - Moore Condemnation	385.00
GEOENGINEERS INC	49732	05/27/2022	4/2-5/6/22 ARPA-Shell Prop Geotechnical Soils Eval	1,683.25
GEOENGINEERS INC	49733	05/27/2022	3/1-4/1/22 ARPA -Shell Property Environmental Svcs	7,370.88
GEOENGINEERS INC	49734	05/27/2022	4/2-4/29/22 ARPA-Shell Property Environmental Svcs	14,601.54
H.D. FOWLER COMPANY	49735	05/27/2022	Irrigation Equipment for Log Boom Park	1,887.27
H.D. FOWLER COMPANY	49736	05/27/2022	Parts for Irrigation Stock	954.96
HONEY BUCKET	49737	05/27/2022	Log Boom Park Rental 5/14-6/10/22	1,124.31
HORIZON DISTRIBUTORS INC	49738	05/27/2022	ROW & Parks Irrigation Parts	176.23
JET CITY PRINTING	49739	05/27/2022	Misc. Office Supplies	607.75
KING COUNTY FINANCE	49740	05/27/2022	2021 General Election Voters' Pamphlet	1,905.22
KING COUNTY FINANCE	49741	05/27/2022	2021 Voter Registration Expense	87,566.11
KING COUNTY FINANCE	49742	05/27/2022	April Road Svcs - Signs/Signals/Street Maint.	7,948.33
KLB CONSTRUCTION, INC.	49743	05/27/2022	20-C2143 Apr. 68th Ave Ped/Bike Proj. Construction	714,959.57
KPFF CONSULTING ENGINEERS	49744	05/27/2022	19-C2098 3/26-4/29 Professional Svcs	109,243.22
LANDSCAPE FORMS, INC.	49745	05/27/2022	Log Boom Park Bench Repairs	5,405.91
MINUTEMAN PRESS	49746	05/27/2022	DEI Community Survey Postcard/Postage	4,257.31
NATIONAL BARRICADE CO., LLC	49747	05/27/2022	SR522 Irrigation Repairs - Arrowboard Rental	192.94
NORTHSHORE FIRE DEPT	49748	05/27/2022	April Fire Marshall Plan Review	720.00
NORTHSHORE FIRE DEPT	49749	05/27/2022	March Fire Marshall Plan Review	720.00
NORTHSHORE UTILITY DIST	49750	05/27/2022	3/15-5/15 PW Site 6506 NE 202nd Water/Sewer	150.42

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

NORTHSHORE UTILITY DIST	49751	05/27/2022	3/15-5/15 PW Shop Site Water/Sewer	146.72
NORTHSHORE UTILITY DIST	49752	05/27/2022	3/15-5/15 PW Site 6520 NE 202nd Water/Sewer	150.42
NORTHSHORE UTILITY DIST	49753	05/27/2022	3/15-5/15 Various Parks/Hangar/City Hall Water/Sewer	1,748.91
NORTHSHORE UTILITY DIST	49754	05/27/2022	3/15-5/15 PW Shop Site Water/Sewer	146.72
OFFICE DEPOT	49755	05/27/2022	Notepads	7.77
OFFICE DEPOT	49756	05/27/2022	Misc. Office Supplies	25.95
OFFICE DEPOT	49757	05/27/2022	Misc. Office Supplies	180.14
OSBORN CONSULTING INC.	49758	05/27/2022	19-C2012 Apr. Citywide Fish Barrier Prioritization	1,159.55
OSBORN CONSULTING INC.	49759	05/27/2022	19-C2012 Apr. Swamp Creek/192nd Consulting Svcs	18,191.17
PACE ENGINEERS, INC.	49760	05/27/2022	21-C2667 April On-Call Engineering Services	380.00
PACIFIC OFFICE AUTOMATION	49761	05/27/2022	1st Floor Temperature Scanners/Monthly Maint.	92.04
PACIFICA LAW GROUP LLP	49762	05/27/2022	Limited Tax General Obligation Bond 2022	13,429.00
PRECISION MOLDED PLASTICS, INC.	49763	05/27/2022	Shims for Surface Water Maintenance	680.32
PUGET SOUND ENERGY	49764	05/27/2022	4/14-5/13 Various Electricity & Gas Charges	7,382.19
QUALITY BUSINESS SYSTEMS / WELLS FARGO	49765	05/27/2022	5/5-6/4/22 1st Floor Copier Lease	774.05
RED BARN ENGINEERING, INC.	49766	05/27/2022	21-C2666 4/11-5/8/22 Engineering Svcs	5,272.50
REID, JAMES FALCONER	49767	05/27/2022	Recruitment Facilitator for Assistant City Manager	3,440.00
SEATTLE TIMES	49768	05/27/2022	4/4-4/29 Legal Ads	1,192.52
SHERWIN WILLIAMS CO. #8099	49769	05/27/2022	Anti-Graffiti Paint for Parks	420.89
SHRED IT, C/O STERICYCLE, INC>	49770	05/27/2022	April Shredding Svcs	100.97
SMS CLEANING, INC.	49771	05/27/2022	Monthly City Hall/Hangar/PW Office Janitorial	6,495.00
SNOHOMISH COUNTY	49772	05/27/2022	March & April Drainage Maintenance Disposal	1,697.00
STAPLES ADVANTAGE	49773	05/27/2022	City Hall Maintenance Supplies	50.72
STAPLES ADVANTAGE	49774	05/27/2022	City Hall & Hangar Toilet Tissue	201.57
STEPHANIE LUCASH	49775	05/27/2022	Driving Record Fee Reimbursement	13.39
STEWART MACNICHOLS HARMELL, INC.	49776	05/27/2022	April Public Defense Services	5,000.00
SWANK MOTION PICTURES, INC.	49777	05/27/2022	7/26 Town Square Movie License - Encanto	500.00
TITAN EARTHWORK, LLC	49778	05/27/2022	21-C2706 April Local Road Safety - Signing	31,911.88
TOTAL LANDSCAPE CORP	49779	05/27/2022	City Hall & Parks Landscaping	5,030.02
Town and Country Fence Inc.	49780	05/27/2022	184th/61st Chain Link Fence Repair	1,640.49
TRC ENVIRONMENTAL CORPORATION	49781	05/27/2022	20-C2229 3/26-5/6 Cadman Asphalt Air Issues	4,379.94
VENTILATION POWER CLEANING, INC.	49782	05/27/2022	22-C2779 5/12 Vactor Truck/Storm Drain Cleaning	8,583.75
VERTICAL VISUAL SOLUTIONS INC.	49783	05/27/2022	Kenmore Middle School Sign Replacement	892.75
WA STATE DEPT OF TRANSPORTATION	49784	05/27/2022	April 175th & 181st/68th Traffic Signal Maint.	254.66

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

WA STATE DEPT OF TRANSPORTATION	49785	05/27/2022	SR522 Mid Block Crossing Review/Inspection	500.77
WESTERN DISPLAY FIREWORKS, LTD.	49786	05/27/2022	2nd Payment for 8/11 Bridge Fireworks Show	6,250.00
ZIPLY FIBER	49787	05/27/2022	5/19-6/18 Public Works Office Internet	153.00
CERTAPRO PAINTERS	49788	05/27/2022	Hangar Exterior Staining Maintenance	8,405.41
DRS 457	DFT0001292	05/20/2022	DRS 457 Deferred Comp	810.57
AVIDIA HEALTH	DFT0001293	05/20/2022	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001294-1299	05/20/2022	Public Employees Retirement	29,378.90
NAVIA	DFT0001300	05/20/2022	Employee Flexible Spending Account	562.64
BANK OF AMERICA 941	DFT0001301	05/20/2022	Federal Taxes	22,702.51
AUDREY HOLT	10178	5/20/2022	Payroll	245.32
PAYROLL	Electronic Dep.	5/20/2022	Direct Deposit	125,562.30
TOTAL				<u>\$ 1,972,965.56</u>

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2022 - 05/27/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1336
0022	ASSOCIATION OF WA CITIES	9475
0024	BAKER, DAVID	468.43
0064	CASCADE PEST CONTROL	772.9
0067	CENTER FOR HUMAN SERVICES	9300
0076	CITY OF BELLEVUE	60613.67
0081	CITY OF KENMORE	2961.1
0083	CITY OF LAKE FOREST PARK	51948
0092	CODE PUBLISHING COMPANY	480
0099	CONSOLIDATED PRESS	4945.76
0109	DAILY JOURNAL OF COMMERCE	1495
0121	REPUBLIC SERVICES	4322.94
0130	EMPLOYMENT SECURITY DEPARTMENT	11477.42
0137	FERGUSON ENTERPRISES INC #3011	3366.74
0150	GEOENGINEERS INC	23655.67
0151	CALPORTLAND COMPANY	78.52
0173	HOME DEPOT CREDIT SERVICES	2436.78
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	146070.45
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	1400
0191	INTERNATIONAL INST OF MUNI CLERKS	215
0197	JET CITY PRINTING	993.1
0204	KENMORE COMMUNITY CLUB	180
0205	KENMORE HERITAGE SOCIETY	25
0206	KENMORE MIDDLE SCHOOL	5300
0212	KING COUNTY FINANCE W.L.R.D.	5426
0213	KING COUNTY ANIMAL SVCS	460
0218	KING COUNTY FINANCE	1847.99
0219	KING COUNTY FINANCE	109833.53
0230	KING COUNTY RADIO COMM SERVICES	300.57
0235	KING COUNTY TREASURY	65728.48
0251	LIGHTHOUSE CONSULTING INC	63734.93
0261	PENDLETON CONSULTING LLC	3575
0267	MR. T'S TROPHIES & AWARDS LLC	1063.56
0285	NORTHSHORE FIRE DEPT	3460
0286	NORTHSHORE SCHOOL DISTRICT	148568
0287	NORTHSHORE SENIOR CENTER	19000
0288	NORTHSHORE UTILITY DIST	81512.33
0292	HONEY BUCKET	6381.87
0299	EBIX, INC.	118.38
0300	OFFICE DEPOT	2110.41
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	8924.4
0310	PACIFIC TOPSOILS	3954.2
0311	PARAMETRIX INC	40240.17
0327	PUGET SOUND CLEAN AIR AGENCY	19183
0328	PUGET SOUND ENERGY	164502.31
0345	SEATTLE TIMES	4326.34
0355	STAPLES ADVANTAGE	3927.64
0357	STEWART MACNICHOLS HARMELL, INC.	25000
0359	SOUND CITIES ASSOC	16314.32
0365	TOTAL LANDSCAPE CORP	36435.36
0371	UNITED STATES POSTMASTER	3856.36
0375	US POSTAL SERVICE (HASLER)	4060.98

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

Vendor Purchasing Report

For Date Range 01/01/2022 - 05/27/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0385	WA ASSOC OF BUILDING OFFICIALS	1375
0387	WA CITIES INSURANCE AUTHORITY	486509
0389	WASHINGTON CITY/COUNTY MGMT ASSOC	315
0400	WASHINGTON STATE DEPT OF REVENUE	6535.1
0401	WA STATE DEPT OF TRANSPORTATION	15211.82
0405	WASHINGTON STATE OFFICE CASH MGMT	1236
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	13353.99
0424	ICMA RETIREMENT TRUST 457 / 304745	80644.41
0425	DRS 457	11270.94
0426	AFLAC	950.95
0428	BANK OF AMERICA 941	251161.17
0429	AWC EMPLOYEE BENEFIT TRUST	380527.06
0431	DEPARTMENT OF RETIREMENT SYSTEMS	309957.48
0432	DEPARTMENT OF LABOR AND INDUSTRIES	21416.38
0434	UNITED WAY OF KING COUNTY	400
0436	NATIONAL LIFE OF VERMONT	615.85
0448	UPS STORE KENMORE	125.64
0450	AURORA RENTS	2475.11
0542	AMERICAN SOCIETY OF COMPOSERS	390
0550	KING COUNTY RECORDER'S OFFICE	272.5
0558	SNOHOMISH COUNTY	3481
0586	QUADIENT LEASING USA, INC.	710.14
0588	ENVIRONMENTAL SYSTEMS RESEARCH INST	9164.74
0610	WA STATE DEPT OF TRANSPORTATION	316.46
0617	KING COUNTY FINANCE	17059.62
0685	PACE ENGINEERS, INC.	3705
0692	HDR ENGINEERING, INC	225793.93
0696	AMERICAN GENERAL LIFE GPO/400S	1399.6
0764	OUSLEY, NANCY	23.99
0781	QUALITY BUSINESS SYSTEMS INC.	815.57
0791	NORTHSHORE ROTARY CLUB	600
0817	GRAINGER	453.35
0851	EVERMARK, LLC	1457.74
0892	JACOBS ENGINEERING GROUP	35598.52
0898	ZONAR SYSTEMS	731.12
0899	SHRED IT, C/O STERICYCLE, INC>	291.93
0913	KENMORE ELEMENTARY	2500
0937	ZUMAR	1591.69
0981	COMCAST BUSINESS	1160.8
0994	GORDON THOMAS HONEYWELL	12900
1003	IWORQ SYSTEMS	2800
1010	WESTLAKE HARDWARE WA-153	571.61
1034	EMERALD FIRE LLC	705
1045	HORIZON DISTRIBUTORS INC	986.9
1052	FIRE PROTECTION, INC	11379.84
1053	INTERNATIONAL CODE COUNCIL, INC	600
1068	WA STATE DEPT OF LABOR & INDUSTRIES	230
1123	AM TEST, INC	600
1140	PAWS	832
1148	AGORA REFRESHMENTS	225.48
1152	WASHINGTON ENERGY SERVICES CO. LLC	285.6
1197	MILLER STEPHENS, MARY	3750
1215	STATE OF FLORIDA DISBURSEMENT UNIT	2750
1216	ADVANCE TESTING & SERVICE INC	1842
1226	CONTECH ENGINEERED SOLUTIONS, INC	600
1267	AUTOMATED CONTROLS/ALBIREO ENERGY	3443.98
1299	VERIZON WIRELESS	327.73
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	2700

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

Vendor Purchasing Report

For Date Range 01/01/2022 - 05/27/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1331	KBA INC.	395107.29
1333	WELWEST CONSTRUCTION INC.	10000
1337	STATE OF WA DEPT. OF LICENSING	1.52
1345	SHERWIN WILLIAMS CO. #8099	645.95
1356	KARLINSEY, ROB	2470.6
1358	ALPHAGRAPHS	744.69
1359	EVERGREEN FIRE AND SAFETY, INC.	214.14
1383	CHICAGO TITLE	15.44
1385	CITYWORKS/ AZTECA SYSTEMS INC.	36333
1390	UTILITIES UNDERGROUND LOCATION CTR	1197.12
1403	OSBORN CONSULTING INC.	356060.02
1410	SEATTLE & KING COUNTY PUBLIC HEALTH	1262
1431	BRIEN, GAYLYNN	200
1452	CITY OF KENT	500
1459	FLEMINGS HOLIDAY LIGHTING LLC	1491.99
1464	ROAD CONSTRUCTION NW, INC.	653361.04
1465	WA TRUST FOR HISTORIC PRESERVATION	75
1478	HERBIG, NIGEL	27.38
1480	VERTICAL VISUAL SOLUTIONS INC.	892.75
1504	SCORE	122160.95
1525	PACIFICA LAW GROUP LLP	13429
1555	LINCOLN NATIONAL LIFE INSURANCE	8006.24
1605	ALL CITY FENCE CO.	11943.98
1629	WESTERN DISPLAY FIREWORKS, LTD.	6250
1661	GARDNER, TELA	443.29
1666	LANDSCAPE FORMS, INC.	5405.91
1673	KPFF CONSULTING ENGINEERS	325240.36
1689	MOTT MACDONALD GROUP, INC.	111687.19
1711	SOFTWAREONE, INC.	13724.9
1712	SITEIMPROVE, INC.	3356.95
1715	THE WIDE FORMAT COMPANY	346.82
1739	FIX AUTO	10000
1754	RFI ENTERPRISES INC.	236.72
1763	REID, JAMES FALCONER	3440
1774	OWEN EQUIPMENT COMPANY	1371.61
1782	SWANK MOTION PICTURES, INC.	500
1798	OLBRECHTS & ASSOCIATES, PLLC	1089
1816	NAVIA	13166.41
1820	PIPER SANDLER	23920
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	3478.61
1829	SHI INTERNATIONAL CORP.	219.52
1838	AVIDIA HEALTH	1000
1884	CADMAN MATERIALS, INC.	1681.62
1885	NATIONAL BARRICADE CO., LLC	1196.22
1889	WILLIAMS, KASTNER & GIBBS PLLC	3730
1930	T MOBILE USA, INC.	5239.68
1932	U.S. BANK N.A. / CUSTODY	126
1936	SUPERION, LLC	4590
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	238
1956	GARZA, WILLIAM	148.51
1970	CROSSROAD SIGN	3442.65
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	3000
1980	HRA VEBA TRUST	20203.44
1993	HYAS GROUP, LLC	3750
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50
2004	RED BARN ENGINEERING, INC.	19905
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	26952.48
2016	STREETSAVER	1500

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

Vendor Purchasing Report

For Date Range 01/01/2022 - 05/27/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2024	DFR LAW GROUP, LLC	600
2027	MERIT HOMES, INC.	34120.4
2047	PUGET SOUND PLANTS	1341.1
2048	SMS CLEANING, INC.	32475
2052	J. A. BRENNAN ASSOCIATES, PLLC	5011.5
2081	SHANNON & WILSON, INC.	5135
2095	TRANSCO GROUP USA INC.	2368.9
2097	ROBINSON AND NOBLE, INC.	2850
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180
2126	SCHWARZWALTER, MARK	313.41
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	213264.57
2145	NORTHWEST ELECTRIC AND SOLAR	1970.79
2148	Town and Country Fence Inc.	1640.49
2149	CLIFTON, CURTIS	663.44
2157	SOUND SAFETY PRODUCTS CO.	350
2161	BENNETT GOLD, TOBIN	116
2175	ELECTRONIC BUSINESS MACHINES	643.37
2176	CANON FINANCIAL SERVICES, INC.	1330.4
2183	SISKUN POWER EQUIPMENT	457.16
2194	CONFLUENCE ENVIRONMENTAL COMPANY	7545.38
2209	MORUP SIGNS, INC.	781.72
2211	PRECISION FUEL SOLUTIONS	1640.49
2221	O'REILLY/FIRST CALL	103.43
2236	COMCAST	9621.91
2242	MARY'S PLACE	6250
2249	KING COUNTY BAR ASSOCIATION	500
2250	NAMI EASTSIDE	750
2252	TRUGREEN	2398.8
2254	U.S. BANK PURCHASE CARDS	81393.24
2259	MINUTEMAN PRESS	21028.71
2270	LAKESIDE INDUSTRIES	1007.42
2272	BIELENBERG, TERRI	149.45
2285	QUALITY WATER FINANCIAL	846.95
2304	ESTABROOK, MEGAN	2800
2327	PACIFIC AIR CONTROL, INC.	2622.86
2337	HUANG, ANGELINA	3848.9
2353	NORTHSHORE SCHOOLS FOUNDATION	351270
2362	CHASEWEST VENTURES, INC.	15000
2368	JEFF LUKE PHOTOGRAPHY LLC	5364.77
2377	NORTH URBAN HUMAN SVCS ALLIANCE	1000
2386	CECCANTI, INC.	1877429.95
2392	DEPARTMENT OF COMMERCE	41907.76
2396	ZIPLY FIBER	3365.51
2402	PACIFIC OFFICE AUTOMATION	460.2
2403	AMERICALL	685.8
2413	ICLEI	1200
2425	THOMCO CONSTRUCTION, INC.	1186579.93
2437	LOUDEDGE, INC.	150
2459	NELSON ELECTRIC, INC.	410.67
2464	D.P. NICOLI, INC.	166.67
2485	192 BREWING COMPANY	15000
2486	CASCADIA LAW GROUP	26138.25
2489	THE ORIGINAL POOP BAGS	1453.2
2503	NORTH AMERICAN SAFETY, INC.	1111.5
2512	CARAHSOFT TECHNOLOGY CORPORATION	3633.3
2522	TRC ENVIRONMENTAL CORPORATION	9842.16
2530	CASCADIA CONSULTING GROUP, INC.	33420.62
2531	BCN TELECOM, INC.	1921.57

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

Vendor Purchasing Report

For Date Range 01/01/2022 - 05/27/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2537	HUNTINGTON TECHNOLOGY FINANCE	44525.18
2540	CHILD CARE RESOURCES	750
2543	FOSTER GARVEY PC	53174.5
2544	ACTION SERVICES CORPORATION	1512
2545	KLB CONSTRUCTION, INC.	3085144.72
2546	1901 WLD KENMORE 68TH LLC	4958.7
2549	DAVID EVANS	226.44
2553	TICOR TITLE	50000
2570	H.D. FOWLER COMPANY	2842.23
2573	WHISTLE WORKWEAR	248.16
2577	APPLEONE EMPLOYMENT SERVICES	12407.3
2578	CENTRICITY GIS, LLC	9843.75
2579	CHANIN KELLY-RAE CONSULTING LLC	49726.66
2584	AQUALIS	14519.44
2598	WAGNER ARCHITECTS	7870
2599	CEDAR GROVE COMPOSTING, INC.	277.46
2603	COMMERCIAL FENCE CORPORTATION	14588.25
2609	DTG RECYCLE	1223.06
2612	KENMORE WATERFRONT ACTIVITIES CENTER	1691.1
2614	SEATOWN ELECTRIC, PLUMBING, HEATING & AIR	285.6
2617	STRIDER CONSTRUCTION CO., INC.	2331337.99
2618	STEPHANIE LUCASH	1093.16
2621	TRACY BANASZYNSKI	47
2622	IMPERIAL NW CONSTRUCTION LLC	462.42
2623	TOLO EVENTS LLC	10000
2624	CBRE, INC. - VALUATION & ADVISORY SERVICES	11300
2625	BRIMSTONE FIRE SAFETY MANAGEMENT LLC	279.31
2626	DAVIS HEETER	285.6
2627	BOB'S HEATING & AIR CONDITIONING LLC	444.15
2629	GARRETT OPPENHEIM	539.93
2630	OLD REPUBLIC TITLE	50000
2631	SAM OTIS	240
2632	JULIANA POOLEY	320
2633	MARCO BALLESTROS	320
2634	JUANITA AGUILAR	320
2635	DAVID G. MOORE	12422
2636	CHRISTINA MARTIN	775
2637	AISHA JALLOW	80
2638	AMERICAN RED CROSS	3470
2639	GREAT WESTERN RECREATION, LLC	4254.43
2640	OPTICOS DESIGN, INC.	9625.5
2641	VENTILATION POWER CLEANING, INC.	18603.75
2642	WASHINGTON AUDIOLOGY SERVICES, INC.	997.6
2643	OLANA LLC	10000
2644	SOUTHSHORE REHAB PROSTHETICS AND ORTHOTICS	10000
2645	LANN THAI HOUSE LLC	10000
2646	CHRISTINE SUZUKI INSTALLATIONS, INC.	10000
2647	BACKFLOWS NORTHWESTINC.	1871.7
2648	CM HEATING INC.	444.15
2649	UNIVERSITY OF WASHINGTON	925
2650	JOHN SUTHERLAND	225.57
2651	TITAN EARTHWORK, LLC	242320.88
2652	DOMANIK MOSES	1500
2653	CERTAPRO PAINTERS	8405.41
2655	RELIABLE TRANSLATIONS, INC.	355.16
2656	WASHINGTON STATE FARMERS MARKET ASSOCIATIOI	150
2657	PRECISION MOLDED PLASTICS, INC.	680.32
2659	RYAN GOTTFREDSON	3500

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...

Vendor Purchasing Report

For Date Range 01/01/2022 - 05/27/2022

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2660	WASHINGTON FEDERAL BANK	110910.47
2663	CHRISTIAN W. SMITH	650
Vendor Set Vendor Set 01 Total:		15613667.04

XII. B. Approve Total Check #s 49686 through 49788 totaling \$1,655,832.7...









05-27-2022

Final Audit Report

2022-05-31

Created:	2022-05-31
By:	Carla Schnee (cschnee@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAI-XXnWL-zNm6jUH488FAB6pzuCQ0SPW_

"05-27-2022" History

-  Document created by Carla Schnee (cschnee@kenmorewa.gov)
2022-05-31 - 9:59:49 PM GMT- IP address: 50.235.209.34
-  Document emailed to Leticia Salcido (lsalcido@kenmorewa.gov) for signature
2022-05-31 - 10:14:40 PM GMT
-  Email viewed by Leticia Salcido (lsalcido@kenmorewa.gov)
2022-05-31 - 10:20:37 PM GMT- IP address: 50.235.209.34
-  Document e-signed by Leticia Salcido (lsalcido@kenmorewa.gov)
Signature Date: 2022-05-31 - 10:22:31 PM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature
2022-05-31 - 10:22:32 PM GMT
-  Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
2022-05-31 - 11:51:57 PM GMT- IP address: 24.22.167.111
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)
Signature Date: 2022-05-31 - 11:52:21 PM GMT - Time Source: server- IP address: 24.22.167.111
-  Agreement completed.
2022-05-31 - 11:52:21 PM GMT



Powered by
Adobe
Acrobat Sign



**City Council Business Agenda Item
City of Kenmore, WA**

<p>Subject/Topic: Americans with Disabilities Act Transition Plan Adoption</p> <p>Proposed Council Action/Motion: Approve Resolution 22-383 and Adopt the Americans with Disabilities Act Transition Plan.</p>	<p>For Council Study Session of: 6/13/2022</p> <p>Department: <u>Engineering – Public Works</u></p> <p>Prepared by: <u>John Vicente, City Engineer</u></p> <p align="right"><u>Initial & Date</u></p> <p>Approved by Department Head: <u>JFV 5/27/2022</u></p> <p>Approved by City Attorney: <u>Via Email 5/24/22</u></p> <p>Approved by Finance Director: <u>NA</u></p> <p>Approved by City Manager: <u>RGK 6/1/2022</u></p> <p>Exhibits/Attachments: A. Resolution 22-383 ADA Transition Plan</p>
<p><u>What is being asked of the City Council this evening: Approve resolution 22-383 and adopt the Americans with Disabilities Act Transition Plan</u></p> <p><u>BACKGROUND:</u></p> <p>On March 14, 2022, staff presented information on the City’s pedestrian facilities. Information presented that night included an inventory of the City’s facilities in the public right of way, compliance with the American with Disabilities Act (ADA) guidelines, and the approach to bringing out of compliance facilities into compliance.</p> <p>On May 9, 2022, staff presented the draft ADA Transition Plan. The ADA Transition Plan identified all pedestrian facilities, whether they were in compliance with ADA guidelines and if not, the plan to bring these facilities in to compliance. The plan identified an approximate cost to implement the plan as well as criteria to help prioritize where we make improvements.</p> <p>The ADA requires governments to make public facilities accessible and establishes guidelines for what that accessibility means. Staff have separated the public facilities into three distinct areas:</p> <ul style="list-style-type: none"> • The public right of way (sidewalks, curb ramps, push buttons, crossings, parking), • Public facilities (parks, City Hall, community buildings), and • Communication and participation (events, website, notifications, meetings) <p>The first step towards compliance with the ADA was to evaluate our facilities in the public right of way.</p> <p><u>PRIORITIZATION CRITERIA</u></p> <p>Each facility was scored based upon its compliance with the ADA guidelines and also scored based upon its relative location to a preferred destination (per the ADA Survey).</p> <p>Through the City’s ADA survey, destinations of highest interest and distance willing to walk were used to assist in the prioritization of the facility upgrades. The result of this analysis produced a Location Index</p>	

Score (LIS). The LIS is used to help establish a prioritized list identifying which order facilities should be addressed with the highest LIS score identified for correction first.

To complete this assessment, a multi-criteria analysis is conducted to determine which facilities do not meet existing ADA standards. Each facility is scored based upon each element that is out of compliance along with the severity of non-compliance. Pedestrian facilities with a higher Accessibility Index Score (AIS) presented a large accessibility barrier and have a higher score. Facilities with fewer barriers have a lower score.

Once the LIS and AIS scores are generated, they are combined to create the Combined Index Score (CIS). The CIS is then used to generally rank each facility in order or priority for correction.

ADA TRANSITION PLAN

All of the data, analysis, and conclusion have been consolidated into the ADA Transition plan (see Attachment A). The ADA transition contains the following information:

- An inventory of all facilities
- Identification of barriers and non-compliant elements
- Detail a method for obtaining accessibility
- Schedule for achieving accessibility
- Identify official responsible for ADA compliance
- Creation of a grievance policy

PUBLIC OUTREACH

As part of the public outreach, staff created a website that provided information about ADA, the transition plan and also included an option to take a survey. The survey gathers information about the individual and asks them to let us know where they would like us to prioritize upgrades first. In an effort to reach as many individuals as possible, the drafting of the ADA plan and requests for input were broadcasted through the various city notification sources (quarterly newsletters, e-news, physical postings, and mailers to every address in Kenmore).

FISCAL CONSIDERATION:

The CIP currently allocated \$100,000 per year to the Sidewalk Gap/ADA Replacement program to address sidewalk gaps and/or ADA upgrades. In the next CIP, staff will recommend the Sidewalk Gap/ADA Replacement Program be separated into two distinct programs to address and better track ADA upgrades. The ADA Transition plan recommends \$500,000 per year be allocated to the ADA Replacement Program (in addition to \$100K as part of the city pavement management program); staff will propose this amount in the upcoming budget update for Council's consideration.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Priority #3: Develop and implement a diversity, equity, and inclusion policy and program
 Priority #6: Focus on and emphasize multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 22-383**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, ADOPTING THE AMERICANS WITH
DISABILITIES ACT (ADA) TRANSITION PLAN AND
DIRECTING THE CITY MANAGER TO IMPLEMENT SAID
PLAN.**

WHEREAS, the City Council adopted a priority to focus on and emphasize multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel AND a priority to develop and implement a diversity, equity, and inclusion policy and program; and

WHEREAS, as required by federal regulation section 35.150, all public agencies that employ 50 or more persons shall establish a Transition Plan setting the steps necessary to comply with federal guidelines; and

WHEREAS, City staff presented a draft of the ADA Transition Plan on May 9, 2022, based upon Council feedback, and

WHEREAS, the City Council has considered the proposed ADA Transition Plan and desires to adopt the same;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Adoption. The City Council hereby approves and adopts the Americans with Disabilities Act (ADA) Transition Plan as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 2. Implementing Plan. The City Council hereby authorizes and directs the City Manager or his/her designee to implement the ADA Transition Plan and bring back to Council all ordinances necessary to incorporate said plan into the City's Transportation Improvement Plan and Capital Improvement Program.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 13th DAY OF JUNE, 2022.

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney



City of Kenmore

Right-of-Way ADA Transition Plan

June 2022

Prepared by:

transpogroup 
WHAT TRANSPORTATION CAN BE.



City of Kenmore

18120 68th Ave NE
Kenmore, WA 98028
425.398.8900

<https://www.kenmorewa.gov/home>

City Administration

Rob Karlinsey, City Manager
John Vicente, City Engineer

City Council Members

Nigel Herbig, Mayor
Melanie O'Cain, Deputy Mayor
David Baker
Angela Kugler
Joe Marshall
Corina Pfeil
Debra Srebnik

Additional copies of this document are available online at:
www.kenmorewa.gov/ada

For questions about the City of Kenmore ADA Transition Plan or for access to an alternate format of this document email the City of Kenmore ADA Coordinator, John Vicente, at:

jvicente@kenmorewa.gov

or by calling:

Voice: 425.398.8900

TTY: Relay Service: 711

For those who are deaf or hard of hearing, the Washington State Relay can be contacted at 711 for assistance in making a request to the City.

Prepared By:

transpogroup 
WHAT TRANSPORTATION CAN BE.

Transpo Group
12131 113th Ave NE, Ste. 203
Kirkland, WA 98034

CONTENTS

Executive Summary	1
1 Plan Introduction	2
1.1 Plan Requirement.....	2
1.2 Plan Structure	3
2 Self-Evaluation	4
2.1 Policy Review.....	4
2.2 Practices and Design Standards	4
2.3 Existing Pedestrian Facilities	5
3 Stakeholder Engagement	24
3.1 Engagement Methods.....	24
4 Pedestrian Barrier Removal	25
4.1 Barrier Removal Methods	25
4.2 Barrier Removal Plan and Schedule	27
5 Recommendations and Next Steps	48
5.1 Recommended Actions.....	48

Appendices

Appendix A: Standards Review	52
Appendix B: Existing Data Inventory	85
Appendix C: Prioritization Criteria	94
Appendix D: Community Engagement	100
Appendix E: Cost Estimate Backup	119
Appendix F: APS Policy	122
Appendix G: Grievance Procedure Template	124
Appendix H: MEF Template	126
Appendix I: ADA Terminology	130

This page intentionally left blank

EXECUTIVE SUMMARY

This Americans with Disabilities Act Self-Evaluation and Transition Plan establishes Kenmore's ongoing commitment to providing equal access for all, including those with disabilities. In developing this plan, the City of Kenmore has undertaken a comprehensive evaluation of its facilities and policies related to the public rights-of-way to determine what types of access barriers exist for individuals with disabilities. This plan will be used to help guide future planning and implementation of necessary accessibility improvements.

Both the Self-Evaluation and the Transition Plan are required elements of the federally mandated ADA Title II, which requires that government agencies provide equal access to programs and services they offer. While the ADA applies to all aspects of government services, **this document focuses on City of Kenmore's facilities within the public right-of-way. This includes attributes for pedestrian facilities such as sidewalks, curb ramps, and pedestrian pushbuttons as these are some of the facility types inventoried.**

This document summarizes the Self-Evaluation, which includes an accessibility assessment of pedestrian facilities as well as practices and procedures which relate to them. It also contains a Transition Plan, which identifies a schedule for the removal of barriers and identifies how the City will address requests for accommodations in a consistent manner.

The City's objective is to remove physical barriers associated within the public right-of-way using the Capital Improvement Program, overlays, and ADA replacement program. The City is committed to removing these barriers and in future years will implement projects to remove barriers identified in this plan. In addition, the City is continually working towards maintaining ADA compliance for all future permitted development and any other right-of-way construction projects.

1 PLAN INTRODUCTION

1.1 PLAN REQUIREMENT

The Americans with Disabilities Act (ADA) was enacted on July 26, 1990 and provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, and access to public accommodations, transportation, and telecommunications.

Cities and other government agencies are required to have an ADA self-evaluation and transition plan when they grow beyond a threshold of 50 employees. Accessibility requirements extend to all public facilities. The scope of this plan is focused on accessibility within the public rights-of-way.

The City completed an inventory of some of its pedestrian facilities and this plan allows the City to prioritize removal of barriers and update procedures as they relate to the public right-of-way.

There are five titles, or parts, to the ADA of which Title II is most pertinent to travel within the public right-of-way and government owned buildings. Title II of the ADA requires public entities to make their existing "programs" accessible "except where to do so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden." Public right-of-way, public government buildings, and public parks all fall within the City's programs.

This effort was initiated by the Kenmore to satisfy the requirements of ADA Title II Part 35, Subpart D—Program Accessibility § 35.150 (d)(3) which states:

The plan shall, at a minimum:

- i. Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- ii. Describe in detail the methods that will be used to make the facilities accessible;
- iii. Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year
- iv. Indicate the official responsible for implementation of the plan.

To determine the physical obstacles in a public entity's facility, the proper standards and guidance must be identified for each feature type.

The *2010 ADA Standards for Accessible Design (ADAS)*, is the standards document in which all Federal ADA standards are collectively held. The 2010 ADAS and regulations from the 28 CFR Part 36 replaced the 1991 ADA (ADA Accessibility Guidelines (ADAAG)).

The *Revised Draft Guidelines for Accessible Public Rights-of-Way* was published by the United States Access Board in 2005 to provide guidance on establishing accessible facilities within the right-of-way. The United States Access Board's *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way*, or PROWAG, was then published for comment in 2011 as a revised set of guidelines for right-of-way pedestrian facilities. Both the 2005 and 2011 guidelines have not yet been adopted as federal standards. Despite this delay, many public entities currently use the 2005 draft PROWAG as 'best practice' for features within the public rights-of-way. This practice has been endorsed by the Federal Highway Administration (FHWA), the US Access Board, and is the standard the Washington Department of Transportation adheres to.

The public right-of-way facilities evaluated under this plan were evaluated against 2011 PROWAG as this is the latest guideline developed by the Access Board. See Figure 1-1: ADA Requirements for how the ADA standards and guidelines are interconnected.



The structure of this plan was organized to closely follow federal ADA transition plan requirements. This includes:

Chapter 2: Self-Evaluation Documents Self-evaluation methods and findings for policies, practices, design standards, and pedestrian facilities that result in accessibility barriers.

Chapter 4: Pedestrian Barrier Removal Methods and Schedule
Provides an overview of existing barrier removal approaches employed by the City, describes barrier removal priorities, and develops a total planning level cost estimate for the removal of existing pedestrian barriers and an accompanying schedule.

Several associated appendix items are included to supplement this plan.

2 SELF-EVALUATION

Title II of the Americans with Disabilities Act (ADA) requires that jurisdictions evaluate services, programs, policies, and practices to determine whether they comply with the nondiscrimination requirements of the ADA.

This chapter describes the methods and findings of the Self-Evaluation. Section 2.1 provides an overview of ADA-related City policies. Next, Section 2.2 reviews City practices and design standards. Finally, Section 2.3 summarizes the Self-Evaluation's field data collection methods and findings regarding existing pedestrian facilities, such as sidewalks and curb ramps.

2.1 POLICY REVIEW

The City of Kenmore primarily addresses pedestrian facilities in the City of Kenmore Road Standards. The City of Kenmore Comprehensive Plan also includes goals and policies that address pedestrian facilities.

The policies and standards were reviewed against the Access Board's *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way*, PROWAG 2011 and recommendations were provided to fill gaps as they relate to the ADA.

2.1.1 METHOD

These documents were reviewed for content that relate to existing ADA programs, policies, and practices.

2.1.2 FINDINGS

The City of Kenmore develops a Comprehensive Plan in order to complete long range planning for the city. At the time of this ADA transition plan's development, the latest version of this plan was completed in June 2015. The plan covers topics including land use, transportation, natural environment, housing, economic development, parks, public services, and capital facilities.

Goals and policies connected to transportation, specifically pedestrian facilities, within the Comprehensive Plan generally include the following:

- Provide a transportation network that service local and regional circulation and safely accommodates all users.
- Encourage public transportation and non-motorized travel.
- Create a sidewalk and pedestrian trail network linking neighborhoods, the downtown, and key community destinations.
- Prioritize future pedestrian facility improvements that increase pedestrian safety, link to key destinations, promote multi-modal trips, improve conditions for the elderly and person with disabilities, main safe condition of existing sidewalks.

2.2 PRACTICES AND DESIGN STANDARDS

Practices and design standards that meet accessibility standards are essential to ensure that new or upgraded pedestrian facilities are accessible and therefore reduce the number of accessibility barriers throughout the city.

This section summarizes a review of the City of Kenmore 2021 Road Standards and Kenmore Municipal Code (2021) to identify any barriers to accessible design. The review was conducted in October 2021.

2.2.1 METHOD

The City of Kenmore Road Standard and Kenmore Municipal Code were reviewed for compliance with ADA guidelines found in the 2011 *Proposed Guidelines for Pedestrian Facilities in the Public Right-of Way (PROWAG)*.

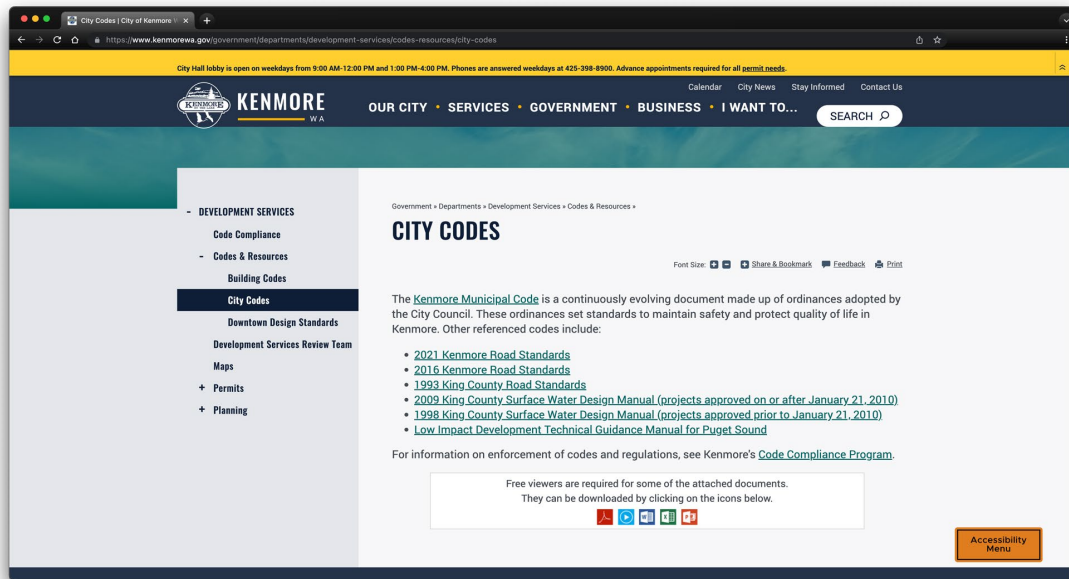


Figure 2-1 City of Kenmore Municipal Code and Road Standards web page

2.2.2 FINDINGS

The City of Kenmore maintains adopted design standards for sidewalks, pathways, crossings, curb ramps, and driveways. Figure 2-1 shows the webpages where the standard plans and municipal code can be accessed. The City's municipal code contains additional guidance on objects protruding into pedestrian facilities and parking facility guidance.

Most recommendations to the City standards were intended to improve clarity, increase consistency across figures, and provide a greater level of detail for design elements that have not yet been addressed. For greater detail on the practices and standards review, including recommendations for additions and revisions, see the barrier audit review memorandum in Appendix A.

2.3 EXISTING PEDESTRIAN FACILITIES

The Self-Evaluation inventoried barriers to access associated with existing pedestrian facilities, including curb ramps, sidewalks, pedestrian pushbuttons, crosswalks and parking, as required by ADA Title II Part 35, Subpart D-Program Accessibility § 35.150

(d)(3). Each facility and associated barriers were field inventoried and cataloged within the project's geospatial (GIS) database. Field data was collected by both City and Transpo Group staff. Field data was collected from 2018 through early 2022.

Many existing pedestrian features within Kenmore right-of-way contain barriers and require improvements to meet current ADA standards. It is important to note that many of these facilities were constructed before the adoption of current ADA standards, and likely met applicable state and federal standards at the time of construction. Additionally, it is important to note that ADA regulations require facilities to be made accessible to "the maximum extent feasible," (MEF) in "circumstances when the unique characteristics of terrain prevent the incorporation of accessibility features" (U.S. Department of Justice, 28 CFR § 35.151 New construction and alterations). These circumstances are often a result of adjacent topography or otherwise constrained locations, which are common to the Kenmore road system. This plan's Self-Evaluation examined whether facilities were compliant with current ADA design requirements; it did not examine whether non-compliant facilities were built to the maximum extent feasible or practical.

Additional detail regarding the Self-Evaluation's findings is provided in the following sections.

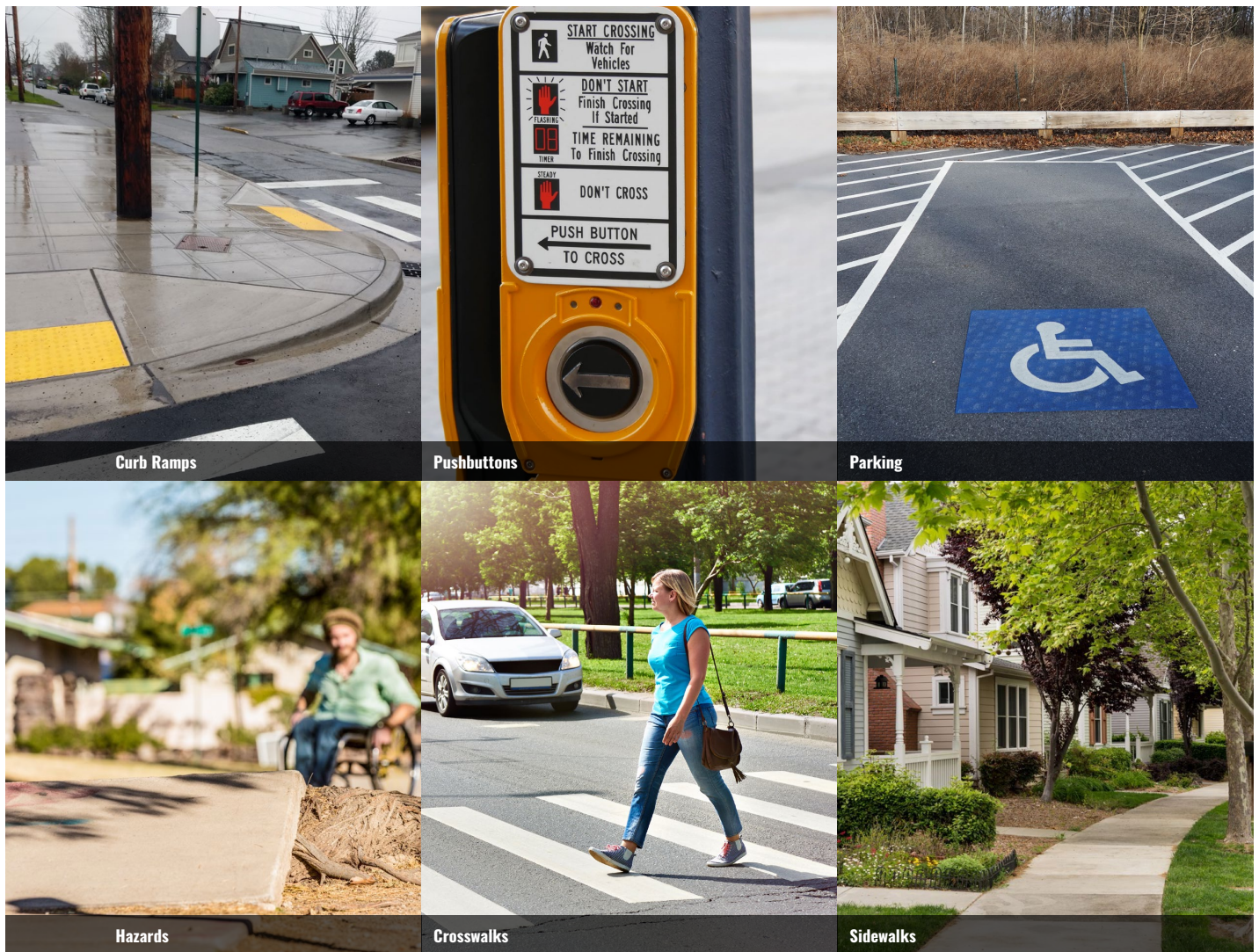


Figure 2-2 Examples of Inventoried Facilities

2.3.1 METHOD

The physical inventory of pedestrian facilities, as shown in Figure 2-2, included:

- 2,642 sidewalk segments, totaling approximately 45 miles
- 954 existing curb ramps
- 236 missing curb ramps
- 129 signal pushbuttons
- 120 marked crosswalks
- 6 parking blocks
- Over 900 hazards

Inventory maps of collected pedestrian features can be found in Appendix B.

Curb Ramps

Field data was collected for existing curb ramps and evaluated for their compliance with ADA standards. Figures 2-3 and 2-4 show the major components of typical perpendicular and parallel curb ramps, respectively, two common types of curb ramps. Less common ramp types, such as ramps that provide a transition from the end of a sidewalk to the road shoulder are also located in the city.

Each curb ramp was reviewed for compliance, then scored based on the degree to which the barrier impeded accessibility. These scores are referred to as the Accessibility Index Score (AIS). Curb ramps that were a non-compliant type or the City determined was an overall non-compliant curb ramp received a score of 30 and were considered significantly non-compliant. All other curb ramp attributes were given a lower score if found to be non-compliant. Criteria included attributes such as cross slope, running slope, turning space, flare slopes, detectable warning surfaces (DWS), obstructions, and counter slope.

Scoring and compliance criteria are discussed in more detail in Section 4.2.1 and in Appendix C.

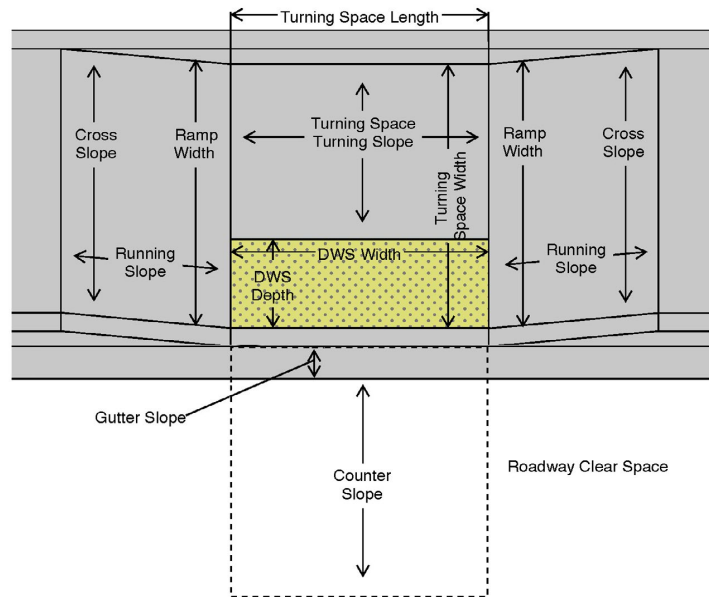


Figure 2-3 Perpendicular Curb Ramp Attributes

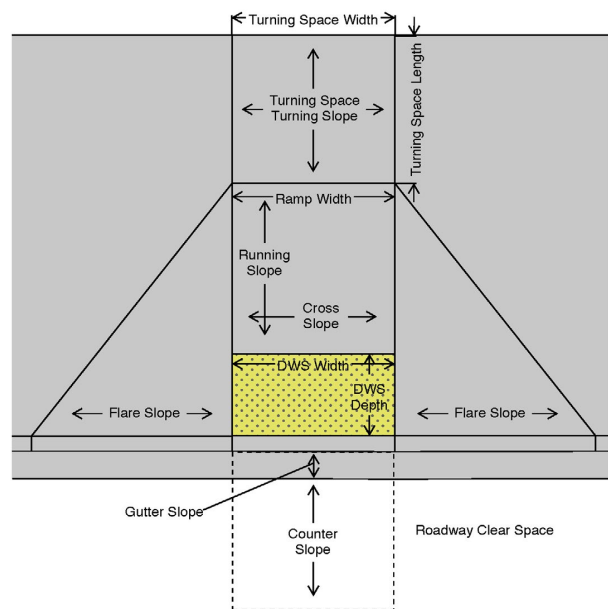


Figure 2-4 Parallel Curb Ramp Attributes

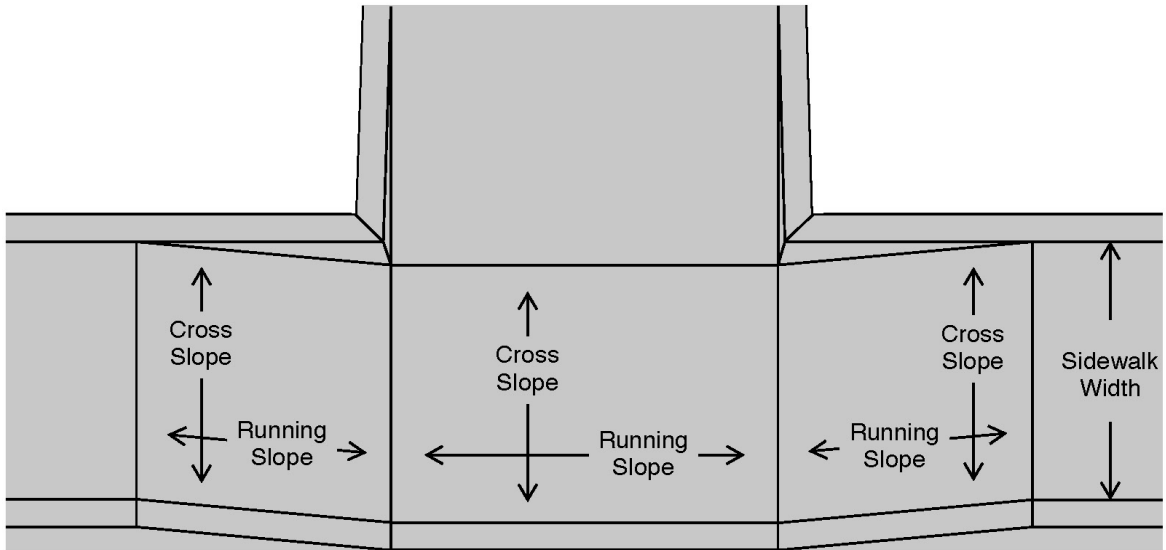


Figure 2-5 Sidewalk Attributes

Sidewalks

Field data was collected for sidewalks and completed along the length of each segment and then evaluated for their compliance with ADA standards. Common attributes for sidewalks are shown in Figure 2-5.

Each sidewalk was reviewed for compliance, then scored based on the degree to which the barrier impeded accessibility. These barriers include:

- Sidewalk Width, i.e., the sidewalk is too narrow,
- Running Slope, i.e., the running slope is too steep and doesn't match roadway grade
- Cross Slope, i.e., the cross slope is too steep
- Number of hazards along segment

Scoring and compliance criteria are discussed in more detail in Section 4.2.1 and in Appendix C.

Signal Pushbuttons

Accessible pedestrian signals and pushbuttons (APS) provide integrated visual, audible, and vibrotactile information to help pedestrians cross signalized intersections. Some pushbuttons can be programmed to request an extended crossing time or to make the name of the street being crossed audible when pushed for a longer time.

Data collectors recorded location and design attributes for each pushbutton. Location attributes included reach distance to the button, availability of a clear and level area at the button, and the location relative to the intersection and corresponding crosswalk (see Figure 2-6). Design attributes included visual and tactile elements, such as a raised arrow pointing to the crossing, as well as features that provide audible and vibrational feedback.

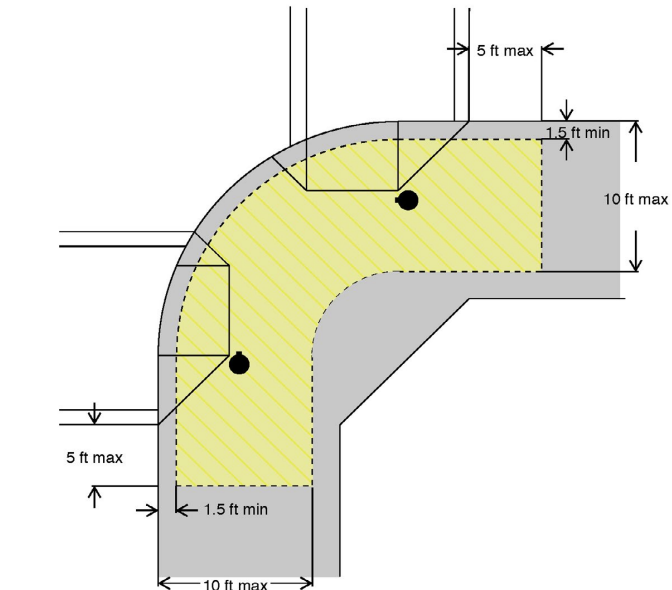
Each pedestrian pushbutton was reviewed for compliance using fifteen criteria, then scored based on the degree to which the barrier impeded accessibility. Scoring and compliance criteria are discussed in more detail in Section 4.2.1 and in Appendix C.

Crosswalks

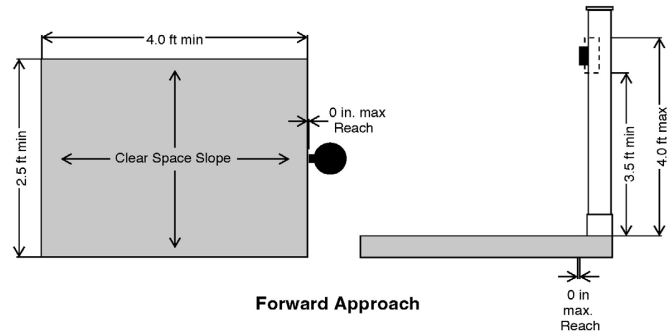
Data was collected for marked crosswalks located across the city. Features measured included width, running slope, cross slope, and obstructions.

Each crosswalk was reviewed for compliance. Crosswalks were not given a score related to accessibility as they will be upgraded as larger roadway projects are implemented. These barriers include:

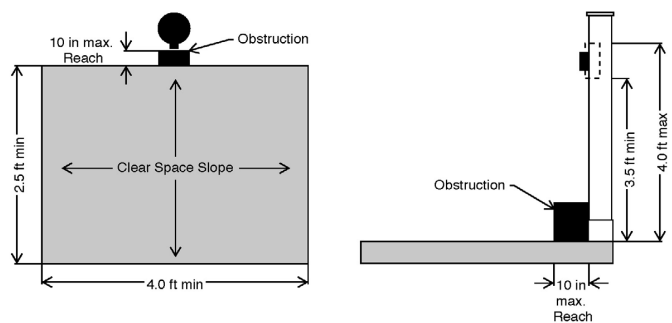
- Running slope, i.e., the running slope is too steep.
- Cross Slope, i.e., the cross slope is too steep.
- Obstructions, i.e., obstacles such as a manhole lacking slip-resistant lids within crosswalk.



Pushbutton Location Area



Forward Approach



Parallel Approach

Figure 2-6 APS Pedestrian Pushbutton Location Attributes



2.3.2 FINDINGS

Curb Ramps

Approximately 85% of the 947 existing curb ramps do not meet ADA standards and 236 curb ramps are missing (see Table 2-1 and Figure 2-7 for existing and missing curb ramps).

As discussed in Section 2.3.1, non-compliant ramps are those that have:

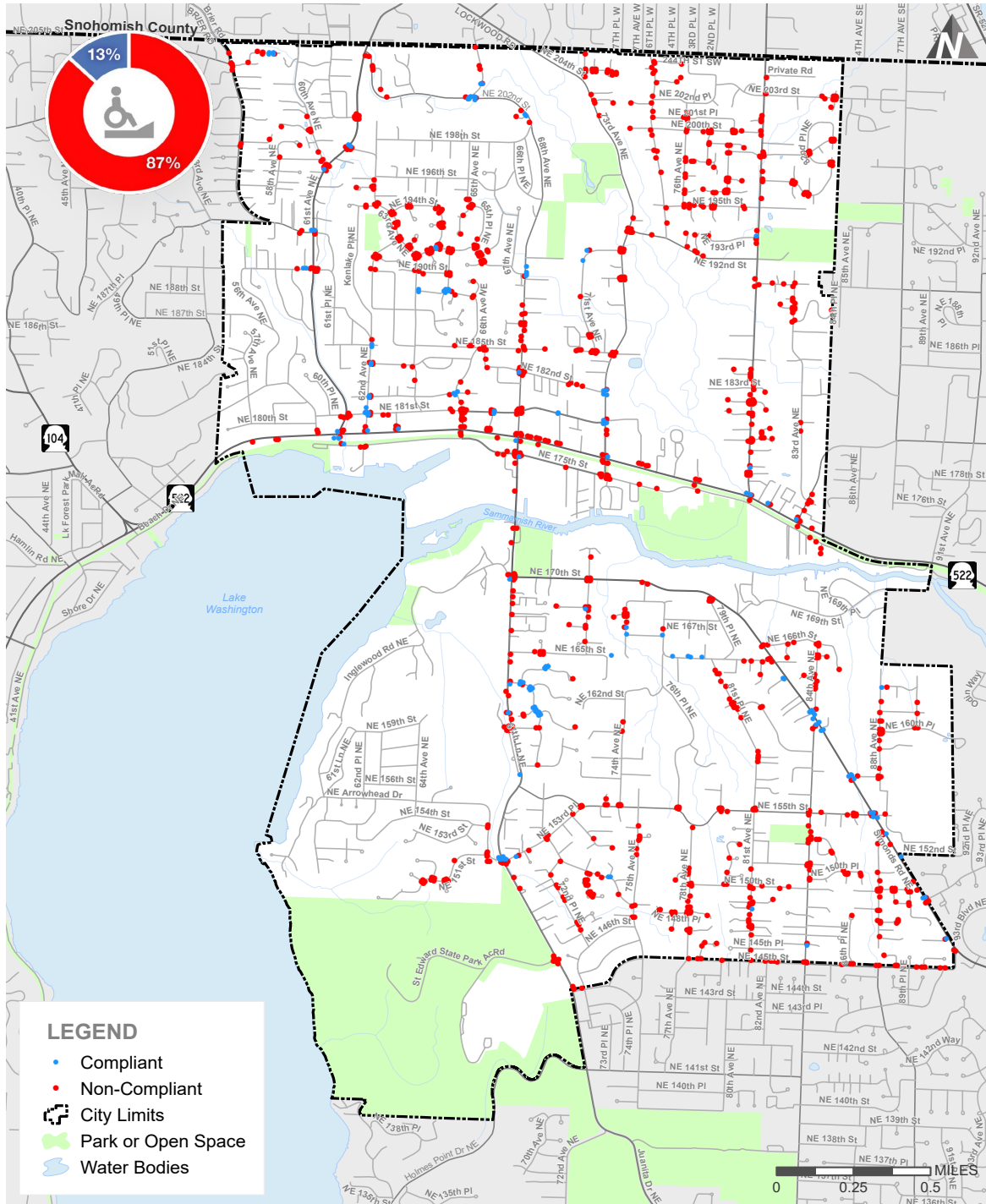
- Non-compliant ramp width, i.e., the ramping area is not present or too narrow (Figure 2-8). Approximately 5% of existing curb ramps fall into this category.
- Non-compliant running slope, i.e., the ramp running slope is too steep (Figure 2-9). Approximately 25% of existing curb ramps have running slopes greater than 8.3%.
- Non-compliant cross slope, i.e., the cross slope is too steep (Figure 2-10). 369 curb ramps have cross slopes greater than 2%, 231 of which have cross slopes greater than 3%.
- Several minor non-compliant features.

Curb ramps are designed and constructed to tie into the existing roadway. As noted previously, steep or otherwise constrained locations may make it infeasible to meet ADA grade standards. When it is not feasible to remove all curb ramp barriers, ramps may be built to the maximum extent feasible (MEF) to satisfy ADA requirements. This planning level Self-Evaluation did not examine whether non-compliant ramps were built to the maximum extent feasible. See Section 5.1 for additional information regarding MEF documentation.

Table 2-1 Curb Ramp Compliance

Curb Ramp Compliance	Existing Ramps	% of Total
Non-Compliant	805	85%
Compliant Ramps	149	15%
Total¹	954	

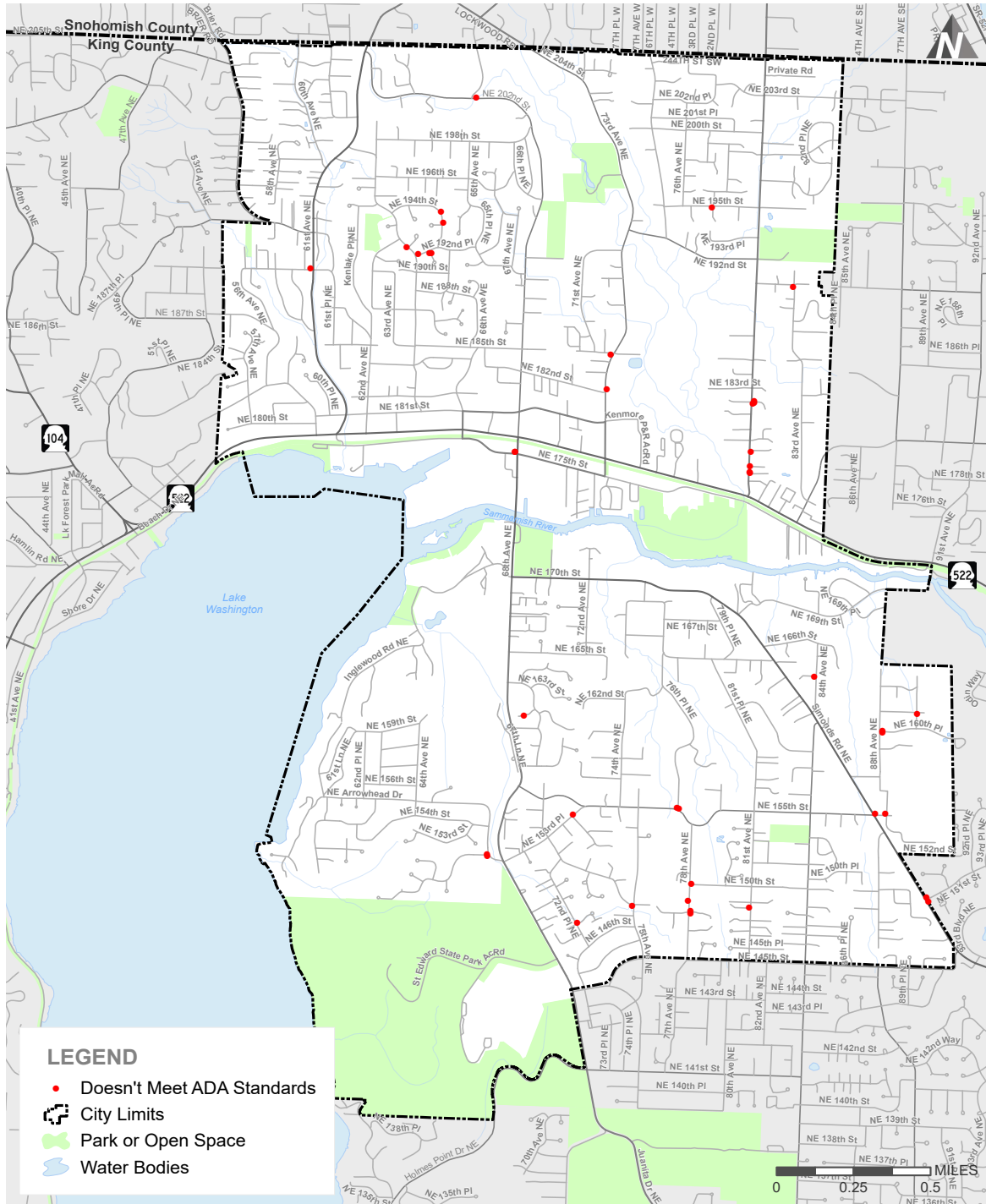
1. Curb ramp total excludes 236 missing curb ramps.

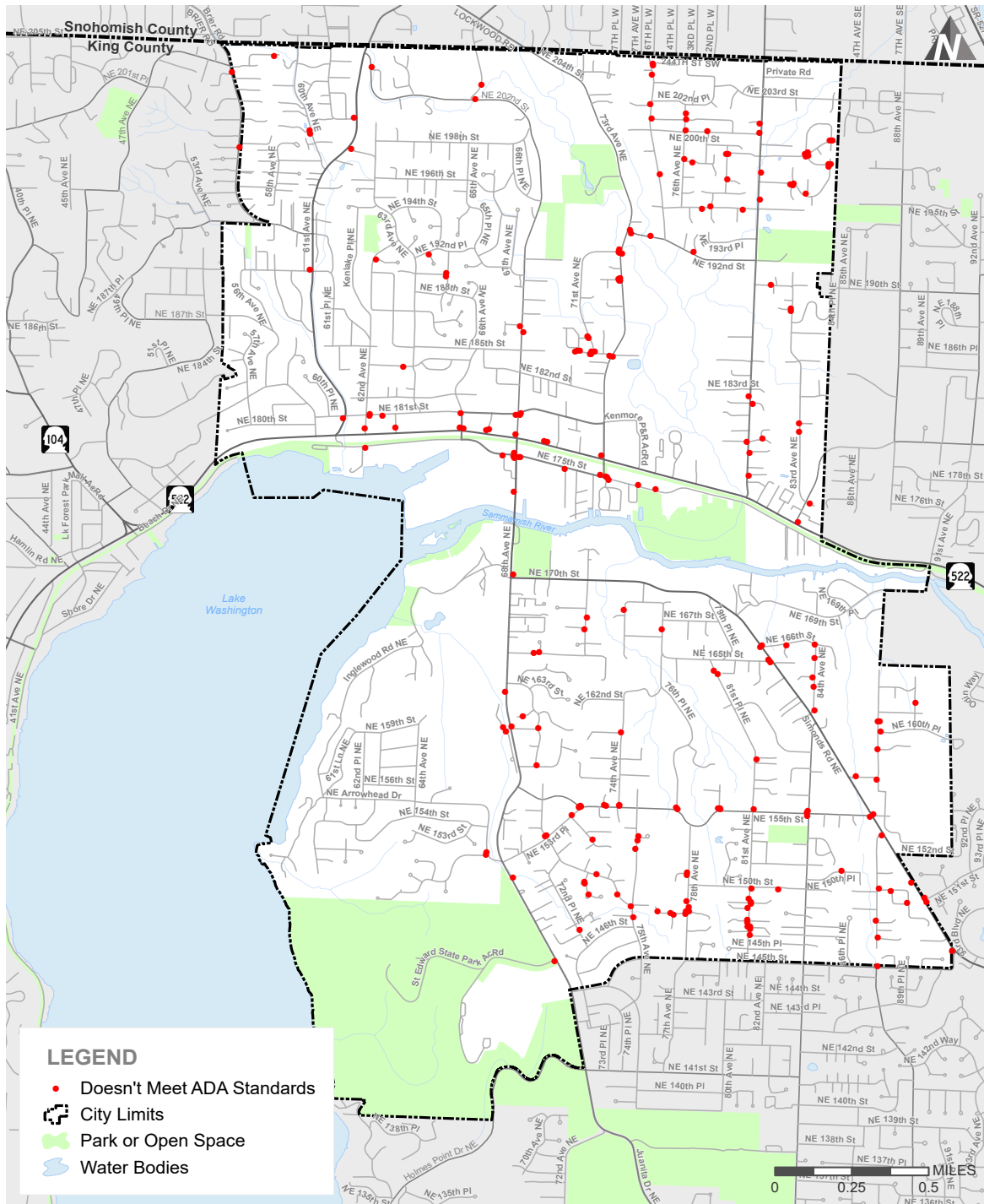


FIGURE

2-7

Kenmore Right-of-Way ADA Transition Plan

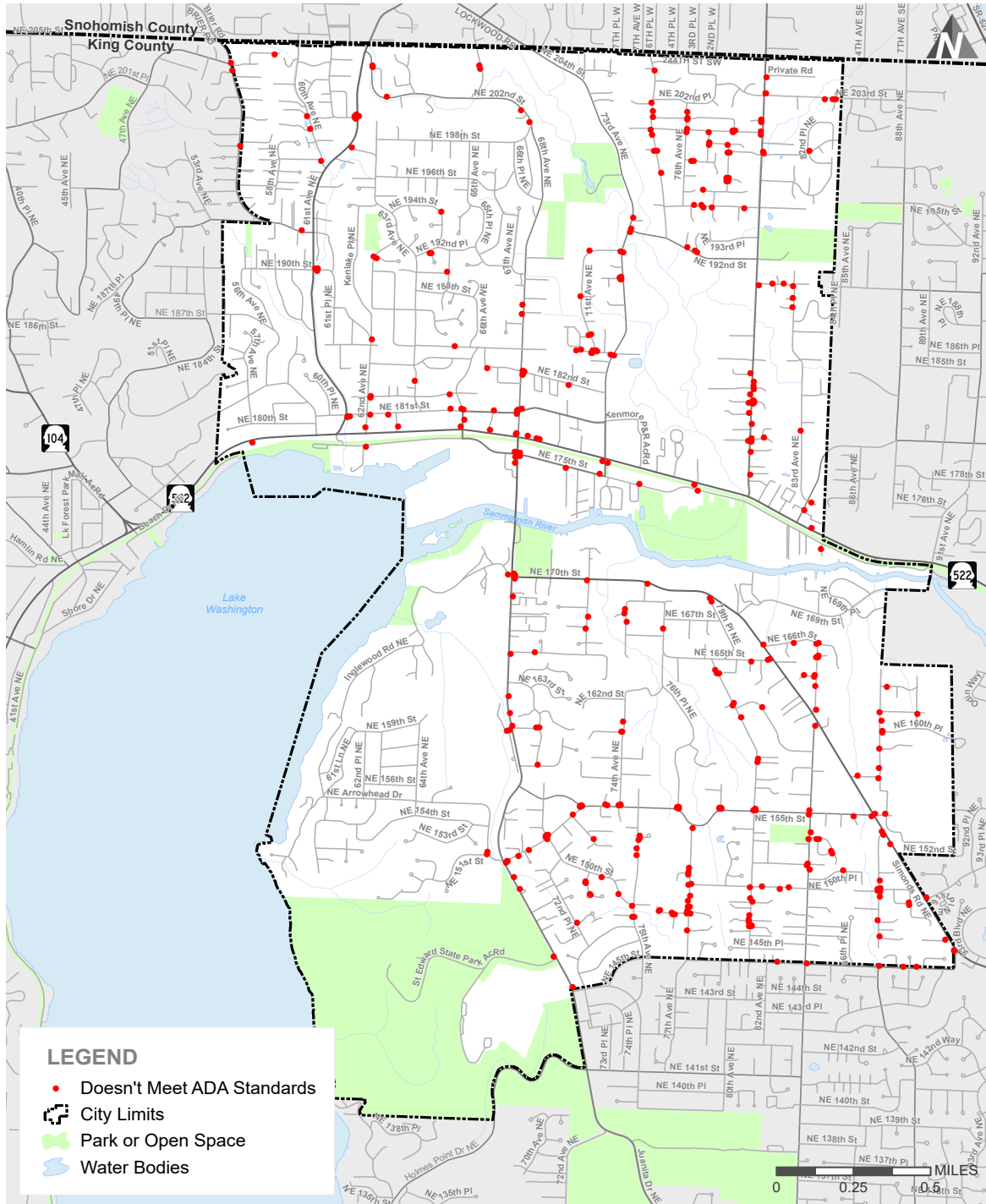




FIGURE

2-9

Kenmore Right-of-Way ADA Transition Plan



Curb Ramp Cross Slope
City of Kenmore ADA Transition Plan

FIGURE
2-10
transpogroup



Sidewalks

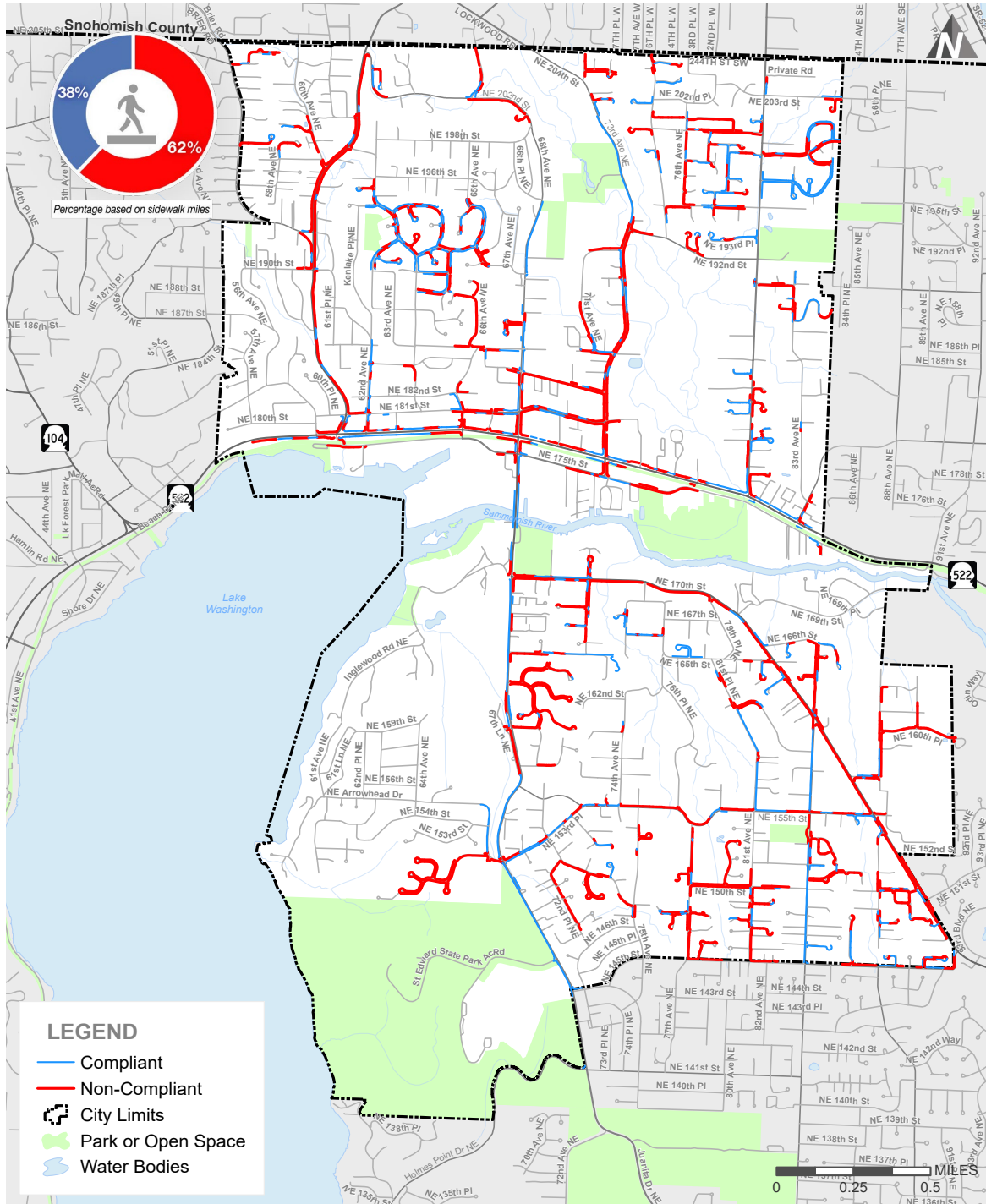
Approximately 45 miles of sidewalk were inventoried where approximately 60% of sidewalk miles did not meet at least one ADA requirement (see Table 2-2 and Figure 2-11). Grinding, patch repair, and full reconstruction are potential solutions for removing the sidewalk barriers depending on the severity of the barrier.

Figure 2-12 shows which sidewalk segments have widths less than 48 inches or are less than 60 inches and do not have pullouts. Figure 2-13 shows sidewalks with cross slopes greater than 2% and Figure 2-14 shows where sidewalk barriers are located. Types of barriers fall into six categories: vertical discontinuities, horizontal discontinuities, fixed obstacles, protruding obstacles, and other obstacles.

Table 2-2 Sidewalk Compliance

Sidewalk Compliance	Miles	% of Total
Non-Compliant	28.1	62%
Compliant	17.1	38%
Total	45.2	

Kenmore Right-of-Way ADA Transition Plan



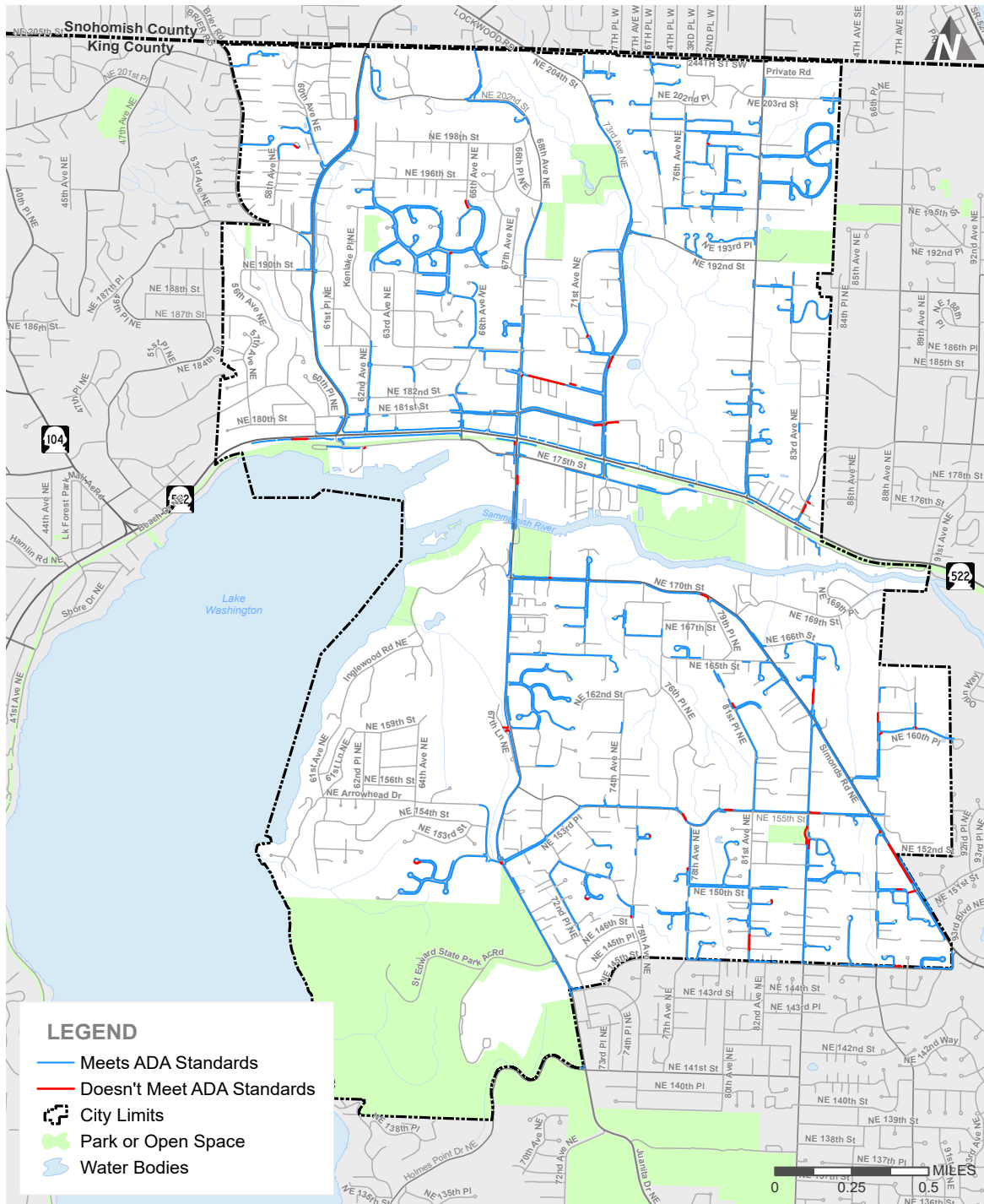
Non-Compliant Sidewalk

City of Kenmore ADA Transition Plan

FIGURE



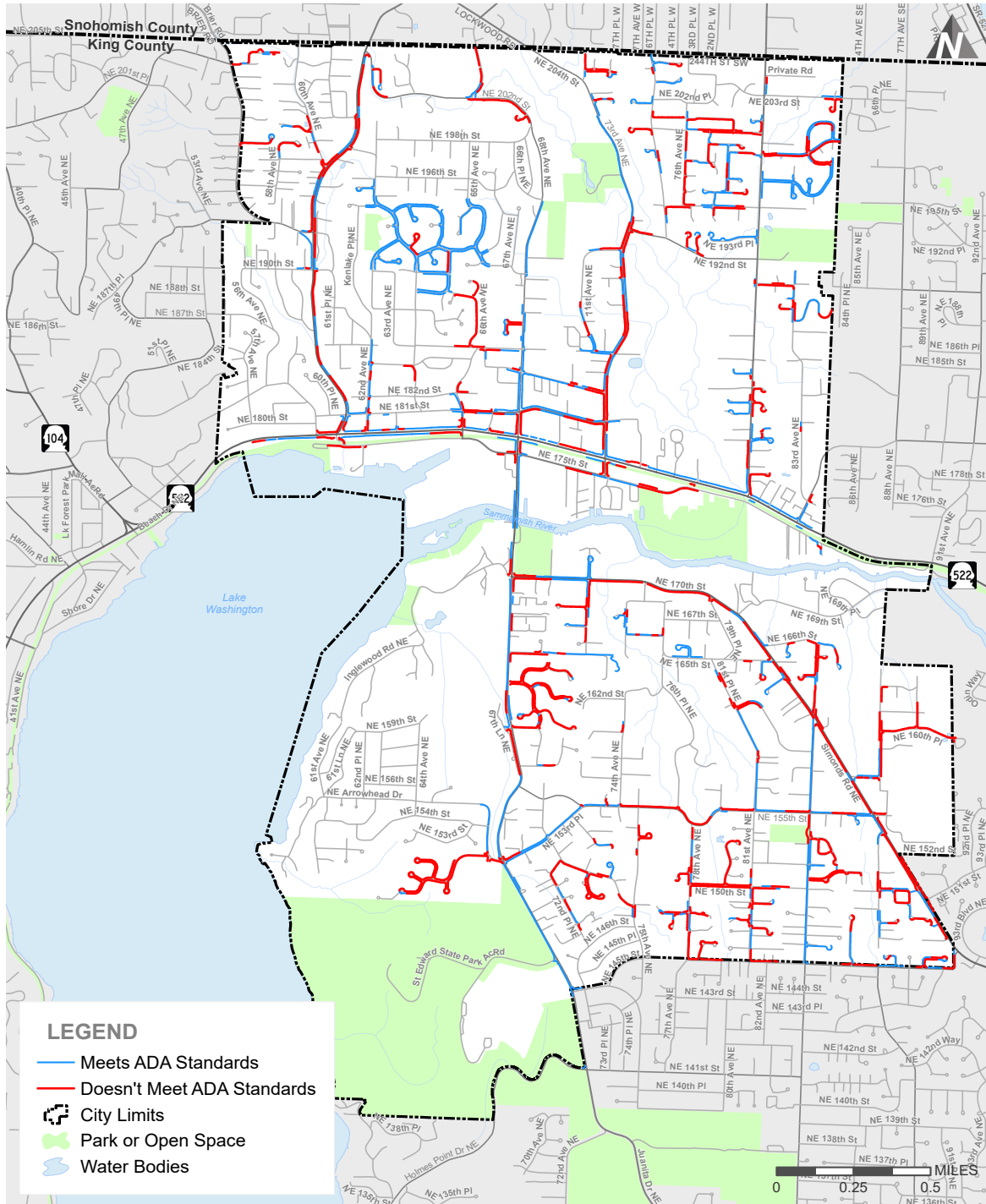
2-11



Sidewalk Width
City of Kenmore ADA Transition Plan

FIGURE
2-12
transpogroup

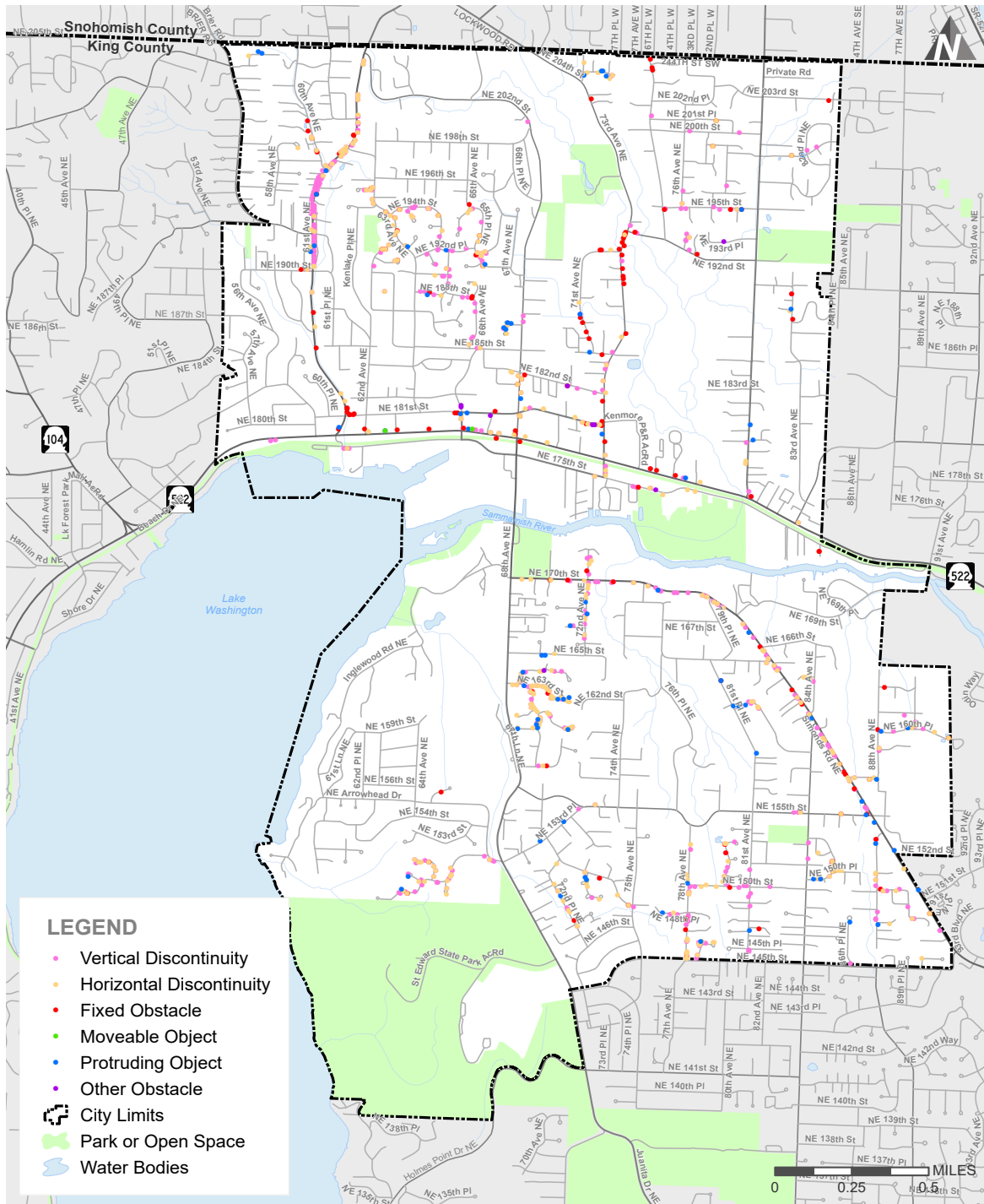
Kenmore Right-of-Way ADA Transition Plan



Sidewalk Cross Slope
City of Kenmore ADA Transition Plan

FIGURE

transpogroup **2-13**



Sidewalk Barriers
City of Kenmore ADA Transition Plan

transpogroup

2-14



Figure 2-15 “H-style” (left) and APS-style pedestrian pushbutton (right)

Signal Pushbuttons

Almost all pedestrian pushbuttons are not fully ADA compliant. The non-compliant pedestrian pushbuttons include non-APS style buttons to be replaced and APS-style buttons to be reprogrammed or relocated. 33 pushbuttons are currently identified for replacement in active or upcoming construction projects.

Approximately 40% of pedestrian pushbuttons in the city are an older “H-style” design (see Figure 2-15, left). This style of pushbutton can be upgraded to increase accessibility but must be fully replaced with an accessible pedestrian signal (APS)-style pushbutton to achieve full ADA compliance (see Figure 2-15, right).

The requirement to use APS-style pushbuttons is relatively new and lack of compliance is typically due to a crossing not being upgraded over time to reflect evolving requirements. Pushbuttons are typically upgraded to APS-style in groups rather than individually. As a result, APS-style additions and upgrades usually occur on an intersection-by-intersection basis.

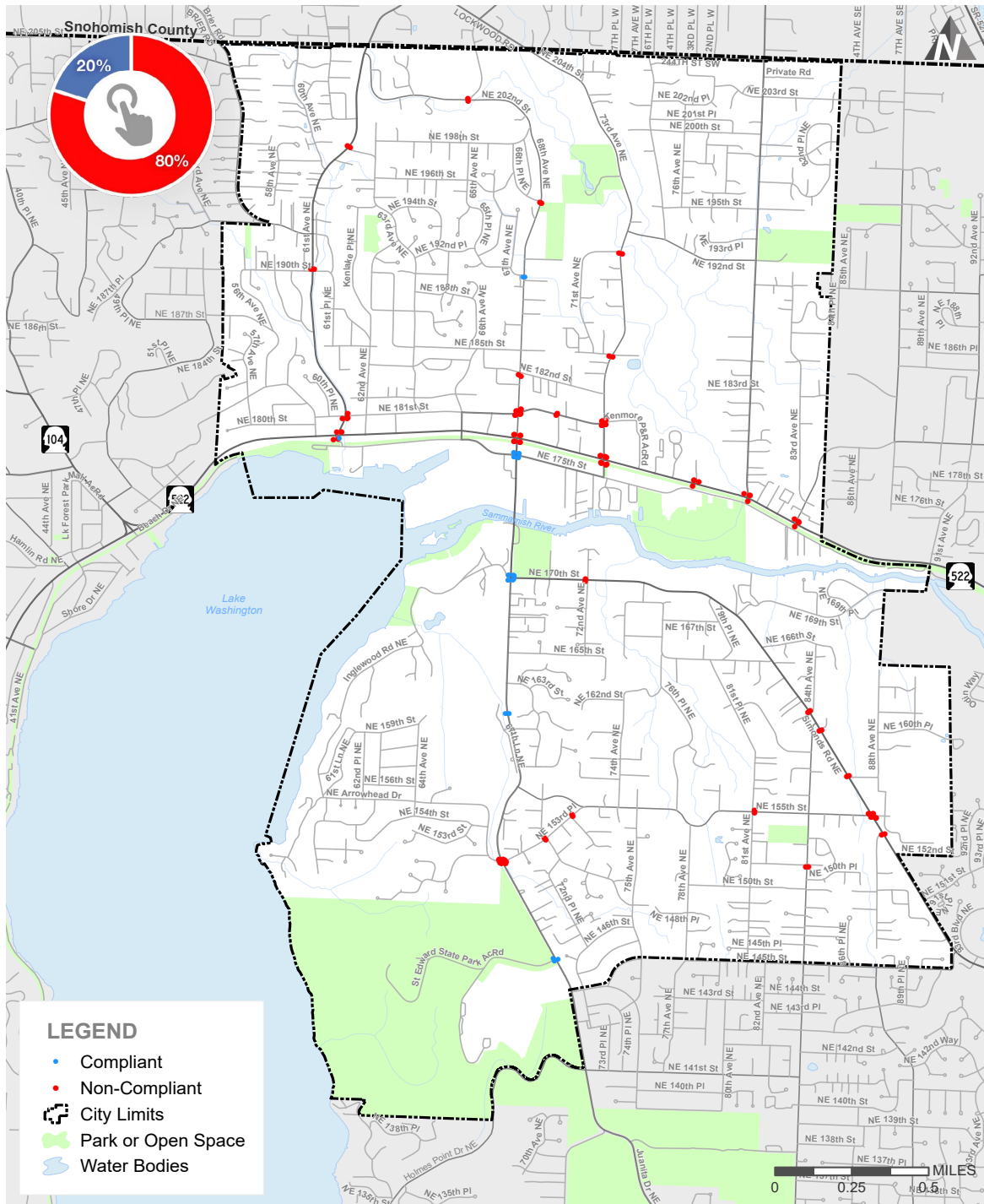
Figure 2-16 demonstrates the type and location of pushbuttons throughout the city.

Crosswalks

There were 120 crosswalks collected. Of these crosswalks, 57 were found to have a minimum of one non-compliant feature. The most common issues found were cross slopes greater than two percent (38 crosswalks) and steep running slopes (33 crosswalks).

Parking

There were six block perimeters identified with marked on-street parking within the City. Accessible parking stalls are required to be provided on each block perimeter with marked or metered parking. All block perimeters found provided under 25 parking stalls which correlates to needing one accessible stall per block perimeter. No accessible stalls were located in the data collection process.

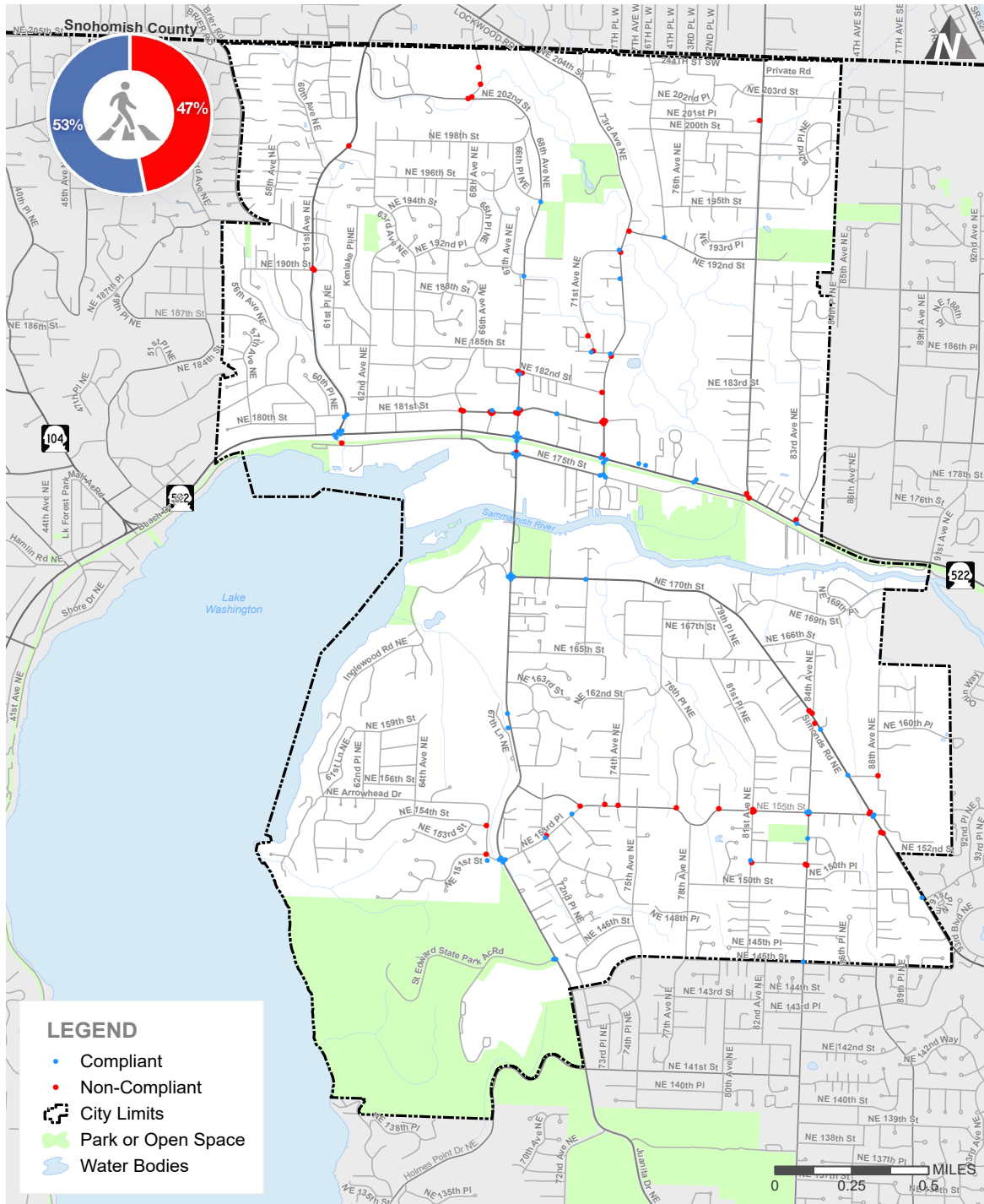


Non-Compliant Signal Push Button
City of Kenmore ADA Transition Plan

transpogroup

2-16

Kenmore Right-of-Way ADA Transition Plan



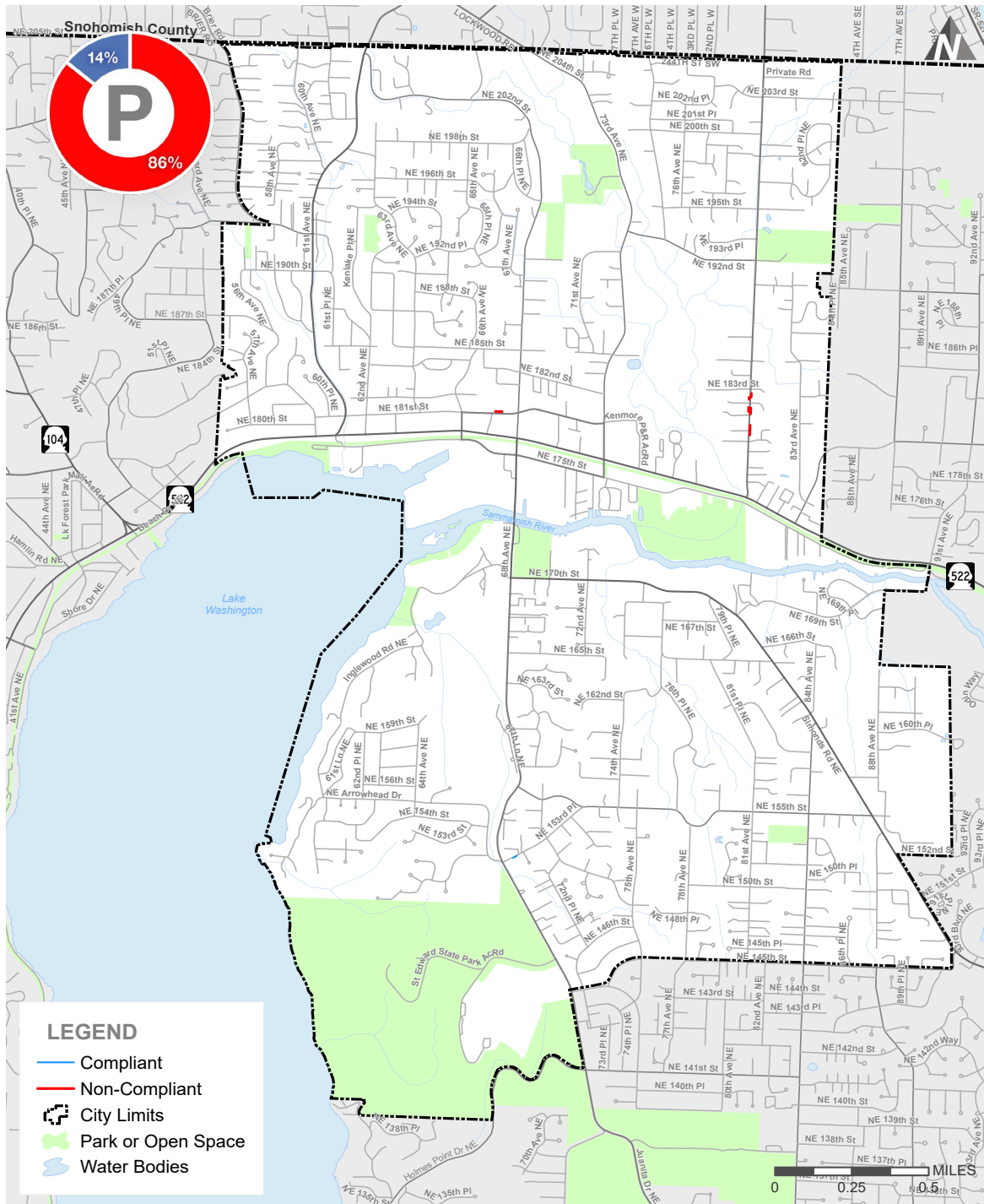
Non-Compliant Crosswalk

City of Kenmore ADA Transition Plan

FIGURE

transpogroup

2-17



3 STAKEHOLDER ENGAGEMENT

Public and stakeholder input is an essential element in the transition plan development and self-evaluation processes. ADA implementation regulations require public entities to provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process and development of the transition plan by submitting comments (28 CFR 35.105(b) and 28 CFR 35.150(d)(1)).

There were three primary goals for the public outreach activities prior to adopting the plan:

- Inform the public about the City's plan and processes regarding removal of barriers to accessibility within the right-of-way. Provide information to assist interested parties to understand the issues faced by the City, alternatives considered and planned actions.
- Obtain public comment to identify any errors or gaps in the proposed accessibility transition plan for the public rights-of-way, specifically on prioritization and grievance processes.
- Meet Title II requirements for public comment opportunity.

3.1 ENGAGEMENT METHODS

To generate public involvement and capture public feedback on the ADA Transition Plan, the City used two methods: an engagement survey and online mapping tool via a virtual open house. The survey was promoted from March 2021 through August 2021. The survey was kept online and open for public input through the development of the draft transition plan. Outreach efforts including contacting members of the visually impaired community, a Certified Orientation and Mobility Specialist, promoting on the City's website and social media channels, posting of information at the local library, community centers, and at all city traffic signals.

The City of Kenmore developed a project website (www.kenmorewa.gov/ada) for easy online access to project information and ways to provide feedback.

3.1.1 ENGAGEMENT SURVEY

An online survey and reporting tool were provided for the public to give feedback on gaps and barriers at specific locations.

The surveyed contained questions focusing on the following areas.

- Whether they have a disability or support someone with one;
- Which type of accessibility barriers they currently experience;
- How they travel within the city;
- Where facilities should be prioritized when removing accessibility barriers.

The City received 128 responses from this survey. The survey respondents identified their first and second priorities for improving pedestrian facilities within the city. The following three categories were highest priorities:

- Neighborhoods
- Transit Facilities
- Retail Services

Detailed information regarding the priorities and locations identified through the survey and online mapping tool are included in Appendix D.

4 PEDESTRIAN BARRIER REMOVAL

Chapter 4 provides a summary of barrier removal methods and priorities to guide implementation of this plan. This chapter presents a total planning level cost estimate for the removal of existing pedestrian barriers. Finally, a schedule is presented that outlines the steps necessary to achieve compliance with current ADA standards.

4.1 BARRIER REMOVAL METHODS

The City currently has a variety of barrier removal methods that are funded from sources that include capital projects, street overlays, and the sidewalk gap/ADA replacement program. Certain programs provide continual means of barrier removal while others vary based on outside influences such as permitted development and grants. The manner in which an existing pedestrian barrier is removed is typically a function of its complexity and cost. Less complex pedestrian barriers, such as trimming protruding bushes and branches, can be improved through maintenance programs. More complex barriers, such as barriers associated with ramp or sidewalk design, typically require additional engineering as part of a more costly capital construction project.

For these methods to be effective, City practices and design standards must comply with federal ADA guidance. If standards are not updated and enforced, new or reconstructed pedestrian facilities may not be constructed to accessible standards, requiring costly revision, and increasing the duration it will take the City to remove accessibility barriers.

The following sections provide additional detail regarding programs such as capital projects, the overlay program, and the sidewalk gap/ADA replacement program.

4.1.1 CAPITAL PROJECTS

The Capital Improvement Program (CIP) defines projects and identifies funding for different elements of the government. Transportation related projects are typically selected based on the Transportation Improvement Plan (TIP), comprehensive plan, grant competitiveness, safety, and operational issues. Transportation projects can range from minor street widening to street extension projects. A variety of short and long-range plans, studies and individual requests help identify projects which are then included and prioritized. The City of Kenmore updates its TIP annually and forecasts projects for a six-year period. ADA compliant improvements (new or replacement) are often included as a component of these projects. With this transition plan, accessibility barriers are now easier to identify and include in TIP projects.

4.1.2 STREET OVERLAY PROGRAM

The Street Overlay Program is used to maintain the current roadway system by providing street overlays, pavement rehabilitation, and curb and sidewalk repair. When a street overlay is being conducted in areas adjacent to ADA features, the curb ramps will be retrofitted or replaced to meet current standards if found to be non-compliant. This program is funded through the real estate excise tax and general fund dollars.

4.1.3 SIDEWALK GAP/ADA REPLACEMENT PROGRAM

This program helps to improve areas with missing sidewalks and existing sidewalks that provide barriers to users. The projects identified for this program are selected based on public need and the severity of barrier and its location within the city. Funding for this program comes from the real estate excise tax.

4.1.4 GRANT FUNDING

The City has received funding from grants provided at local, state, and federal levels, some of which directly remove ADA barriers. Application for grants typically occur once a year to every third year. Historically, the City has been competitive for and qualified for the following grants:

- WSDOT Ped/Bike
- Safe Routes to Schools
- WSDOT TAP
- TIB Sidewalk Program
- TIB UAP
- HSIP

4.1.5 PERMITTED DEVELOPMENT

Redevelopment of properties such as construction of new housing or commercial buildings or major remodels can provide a valuable boost to barrier removal efforts. At times, private development results in street frontage improvements as a function of construction permit requirements. All such improvements are designed and built to meet City and ADA standards. This approach to barrier removal is incremental and depends on the outside influence of developers, and therefore was not included in the City's funding estimate forecast.

4.1.6 ACTIVE PROJECTS

The City currently has active projects that will install new facilities and upgrade existing facilities. The following list includes these projects and the types or pedestrian improvements included with the project:

W Sammamish River Bridge Replacement Project (68th Ave NE between 170th-175th) (2022 completion)

- New sidewalks on both sides of 68th (except on the NB bridge)
- New curb ramps at 170th and 175th
- New pedestrian push buttons at NE 175th

Juanita Dr Ped/Bike Project (143rd Ave-170th Ave) (2022 completion)

- New sidewalk on east side of street
- New curb ramps at corners and where barriers exist

68th Ave Ped/Bike Project (182nd St-61st Pl) (2022 completion)

- New curb ramps at all corners where needed
- Sidewalk on east side of 68th between 182nd and 185th
- Sidewalk on both sides of 68th from 185th to 187th
- Sidewalk on west side of 68th from 187th to 198th
- Sidewalk on north/east side of 202nd/62nd Ave from 66th Ave to 181st

73rd Ave NE Overlay (182nd-192nd) (2023 completion)

- Overlay from 181st-192nd
- Curb ramp replacement at corners from 181st-192nd as needed
- Sidewalk panel replacement from 181st-192nd

61st Ave Sidewalk Panel Replacement (184th-62nd) (2024 completion)

- Replace curb ramps at all corners as needed
- Replace sidewalk panels on east side
- Sidewalk replacement on both east and west sides of 61st Ave

4.2 BARRIER REMOVAL PLAN AND SCHEDULE

The ADA requires agencies to specify a schedule for taking the steps necessary to make existing facilities ADA compliant. This plan section summarizes the three-step process used to develop a barrier removal implementation plan and schedule, consistent with ADA transition plan requirements:

1. **Prioritization of pedestrian barriers.** Physical barriers identified through the Self-Evaluation were prioritized based on the degree to which they physically impacted accessibility and their proximity to key pedestrian destinations. Community input received through stakeholder engagement informed the prioritization process.
2. **Estimation of planning level costs to remove pedestrian barriers.** Unit costs were applied to the barrier inventory to generate a total planning level cost estimate to remove Self-Evaluation identified barriers. This planning level cost estimate is the total estimated 'need' for barrier removal.
3. **Development of a schedule for barrier removal.** An estimate of available financial resources was generated and compared to the total estimated need to develop a schedule for barrier removal.

4.2.1 PRIORITIZATION OF PEDESTRIAN BARRIERS

To inform the City's future project selection and understand the impact of barrier removal programs, a prioritization system was developed and used to score each pedestrian facility. This system was informed by the Self-Evaluation data, the community engagement

process, and technical expertise. It reflects both a facility's physical characteristics and its importance to pedestrian travel. Under the prioritization system, each barrier was scored independently on two factors:

- Physical impact to accessibility
- Proximity to key pedestrian destinations, such as transit stops and schools.

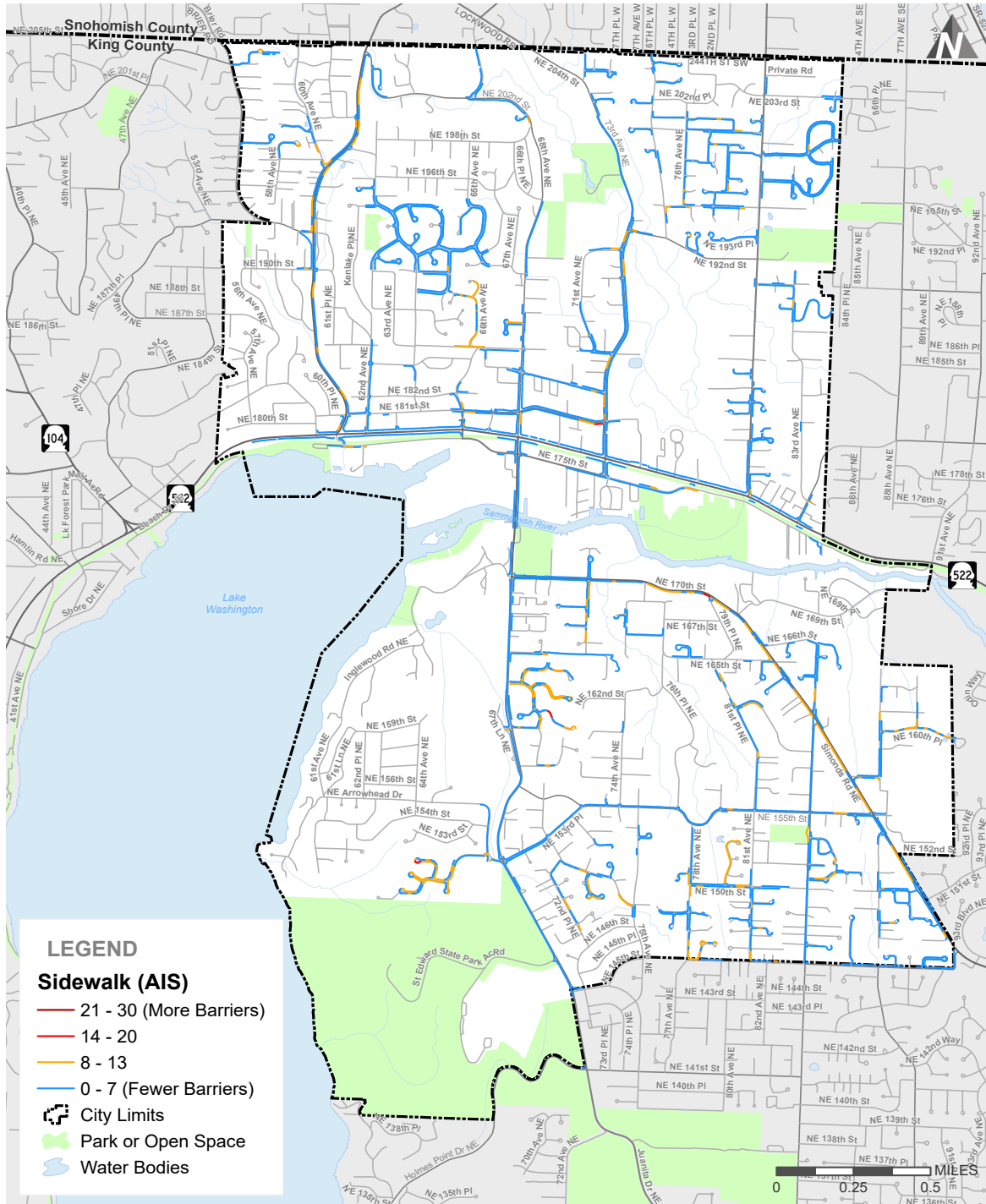
The two resulting scores were added together to incorporate both factors into a single score for prioritization. Based on each facility's score, it was categorized as very high, high, medium, or low priority for barrier removal. Under this system, facilities that present greater barriers to accessibility and are located near multiple key pedestrian destinations are considered a high priority, while facilities with less significant physical barriers located farther from key pedestrian destinations are considered a low priority. Prioritization scoring factors are described below.

Physical Impact to Accessibility: Accessibility Index Score (AIS)

The Accessibility Index Score describes the degree to which each facility presents a physical barrier to accessibility. Criteria and weights were developed for each facility type. These criteria and weights are shown in Appendix C.

Potential scores for each facility range from 0 (compliant) to 30. Each facility's Accessibility Index Score is the sum of the individual criteria scores. Figures 4-1 through 4-5 show the AIS values for features throughout the city.

Kenmore Right-of-Way ADA Transition Plan



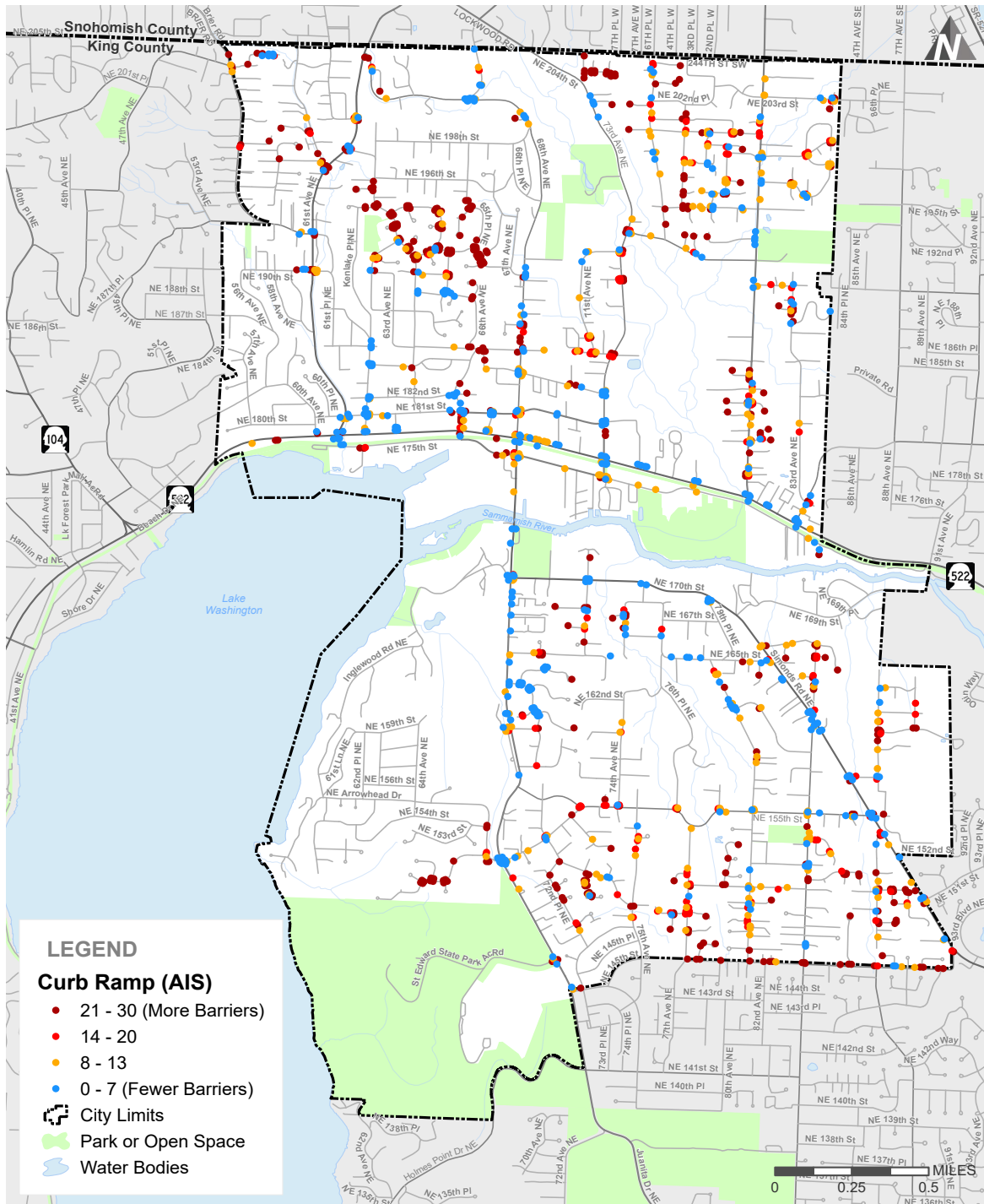
Accessibility Index Score Composite (Sidewalk)

City of Kenmore ADA Transition Plan



FIGURE

4-1



Accessibility Index Score Composite (Curb Ramp)

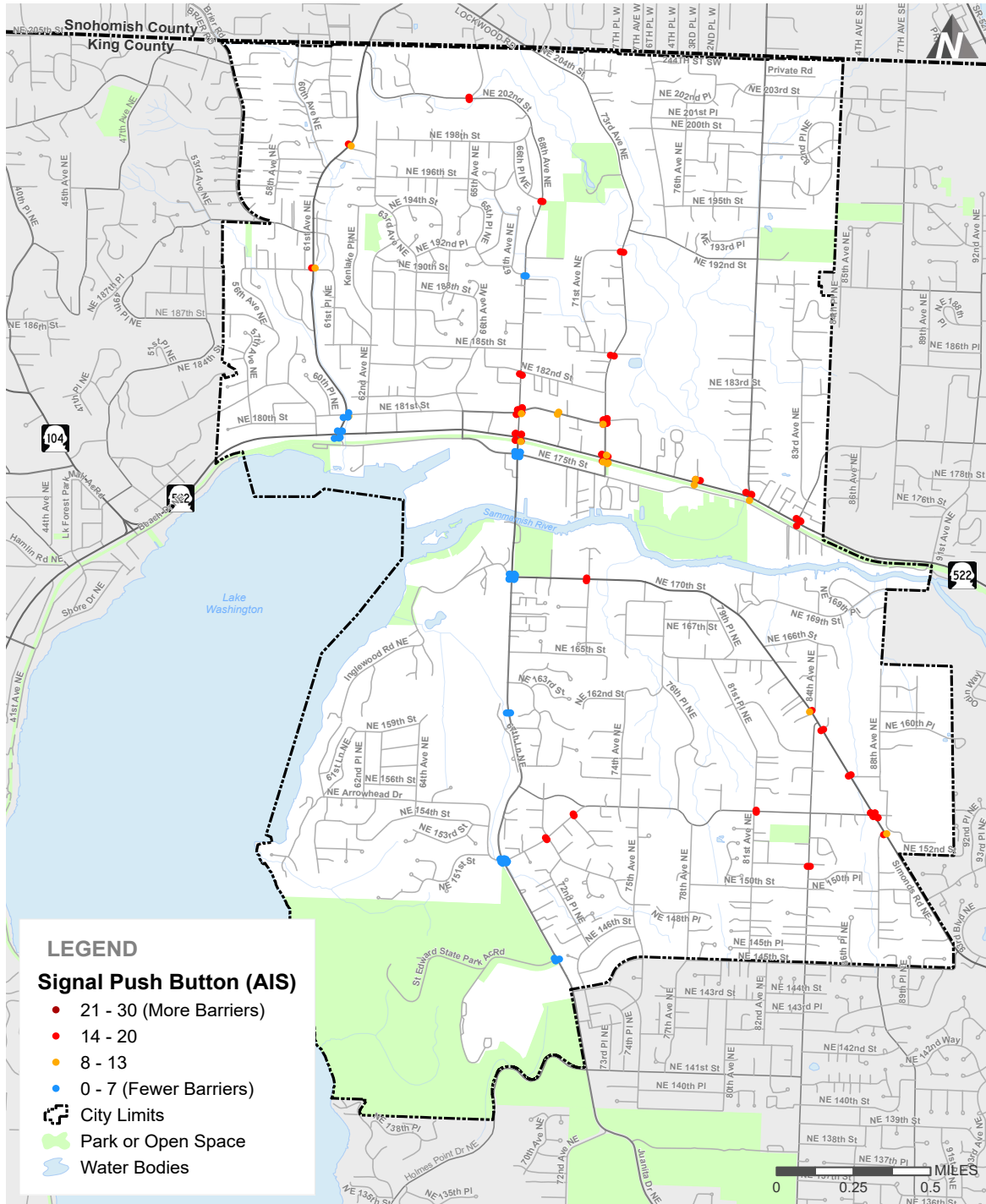
City of Kenmore ADA Transition Plan

transpogroup

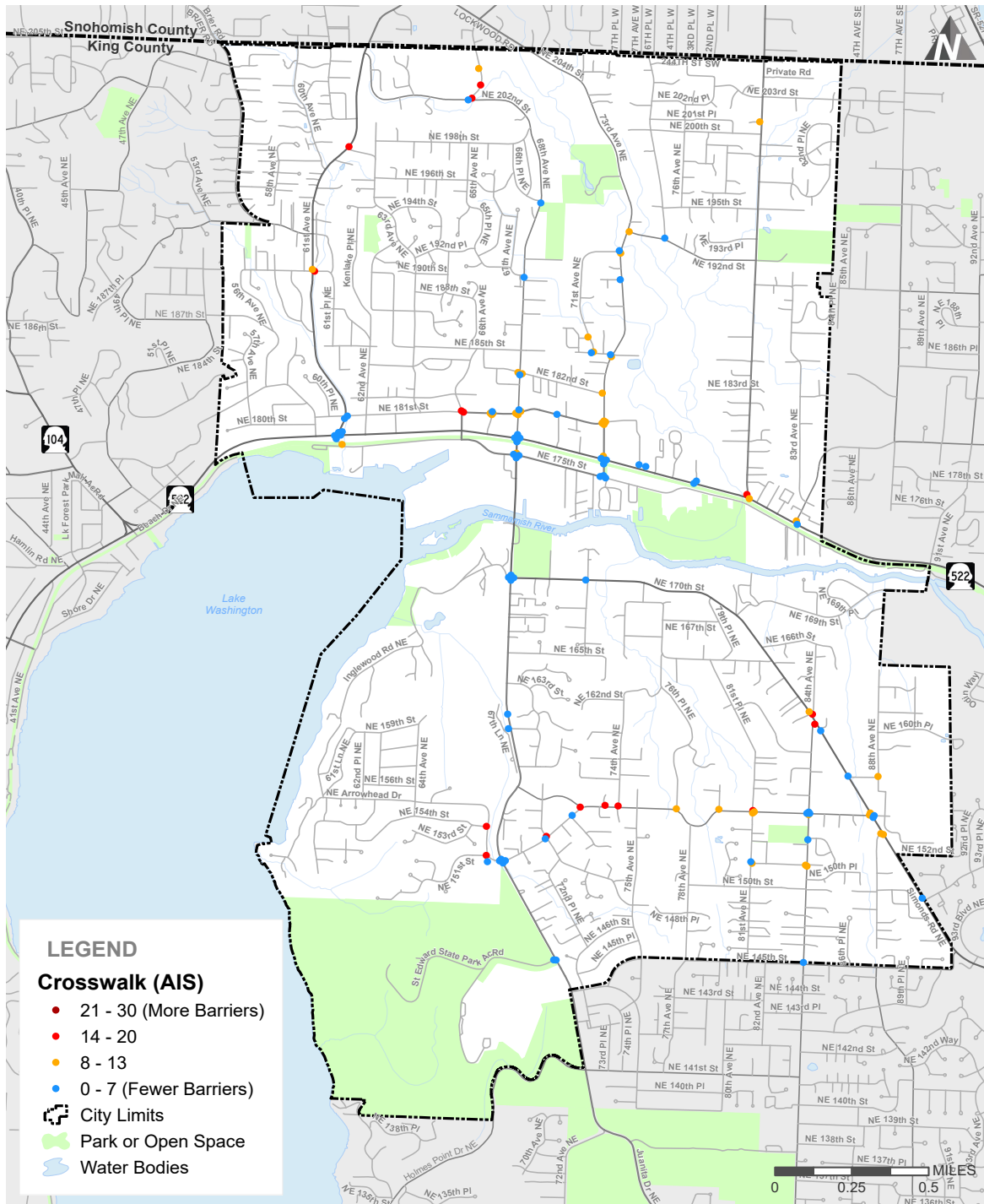
FIGURE

4-2

Kenmore Right-of-Way ADA Transition Plan



Accessibility Index Score Composite (Signal Push Button) **FIGURE 4-3**
City of Kenmore ADA Transition Plan **transpogroup**



Accessibility Index Score Composite (Crosswalk)

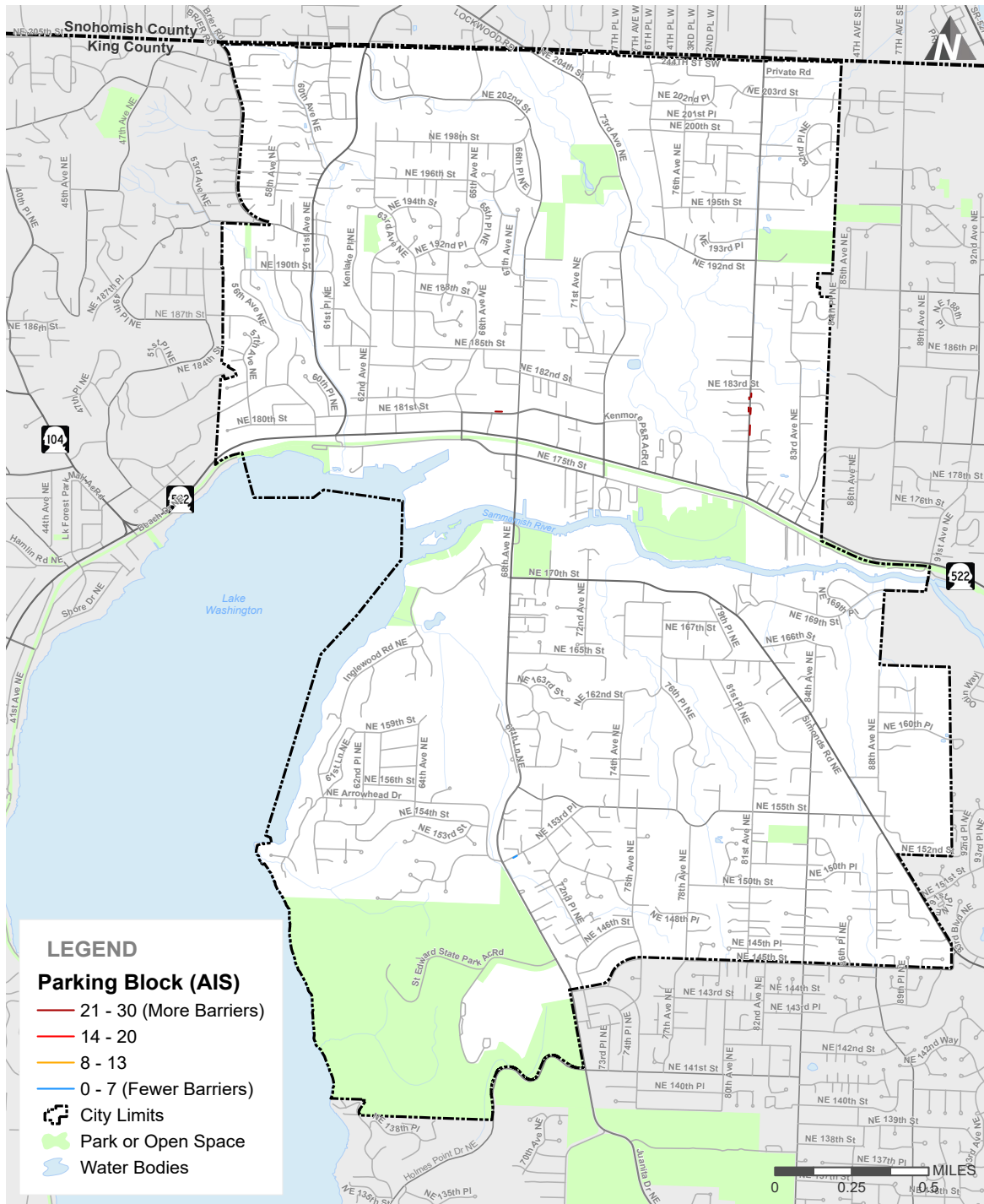
City of Kenmore ADA Transition Plan

transpogroup

FIGURE

4-4

Kenmore Right-of-Way ADA Transition Plan



Accessibility Index Score Composite (Parking Block)

City of Kenmore ADA Transition Plan



FIGURE

4-5

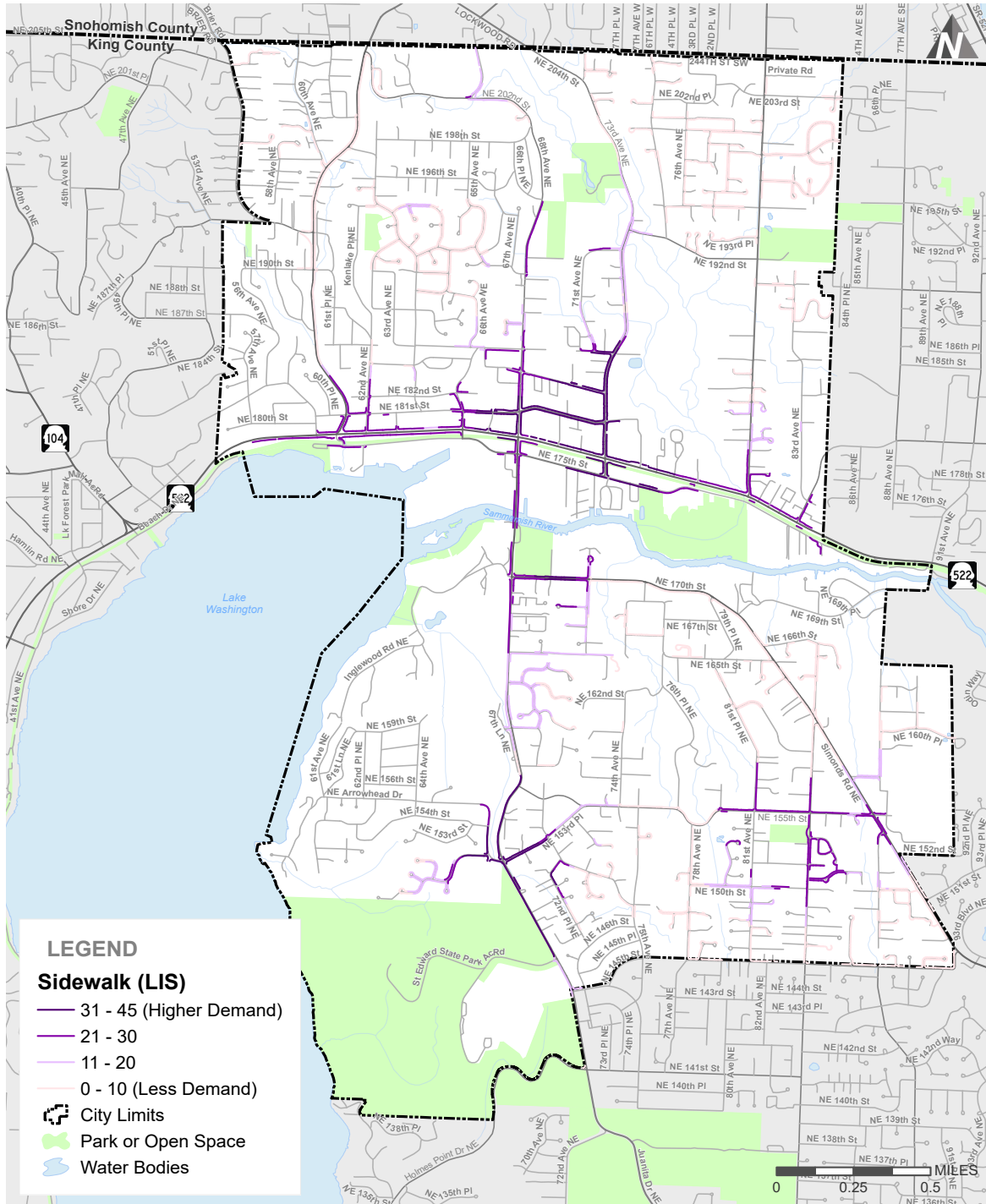
Proximity to Key Pedestrian Destinations: Location Index Score (LIS)

The Location Index Score describes the importance of the pedestrian facility to accessing key pedestrian destinations. Each existing pedestrian facility was scored based on its proximity to schools, parks, transit facilities, signals or roundabouts, public buildings, and downtown or commercial business centers. Facilities near neighborhoods, transit facilities, and retail services received a higher score to reflect feedback received through the public engagement survey.

Location Index Scores reflect the number of types of key pedestrian destinations within a defined radius. The full score for each type of destination is assigned if at least one facility of that type is nearby; scores do not increase if a facility is within the radius of multiple destinations of the same type. For example, a facility within one-eighth mile of two parks will receive a score of 5, while a facility within one-eighth mile of a park and a school will receive a score of 10.

Total Location Index Scores ranged from 0 to 45. Location scoring criteria and weights are shown in Appendix C. Figures 4-6 through 4-10 show the LIS values for features throughout the city.

Kenmore Right-of-Way ADA Transition Plan



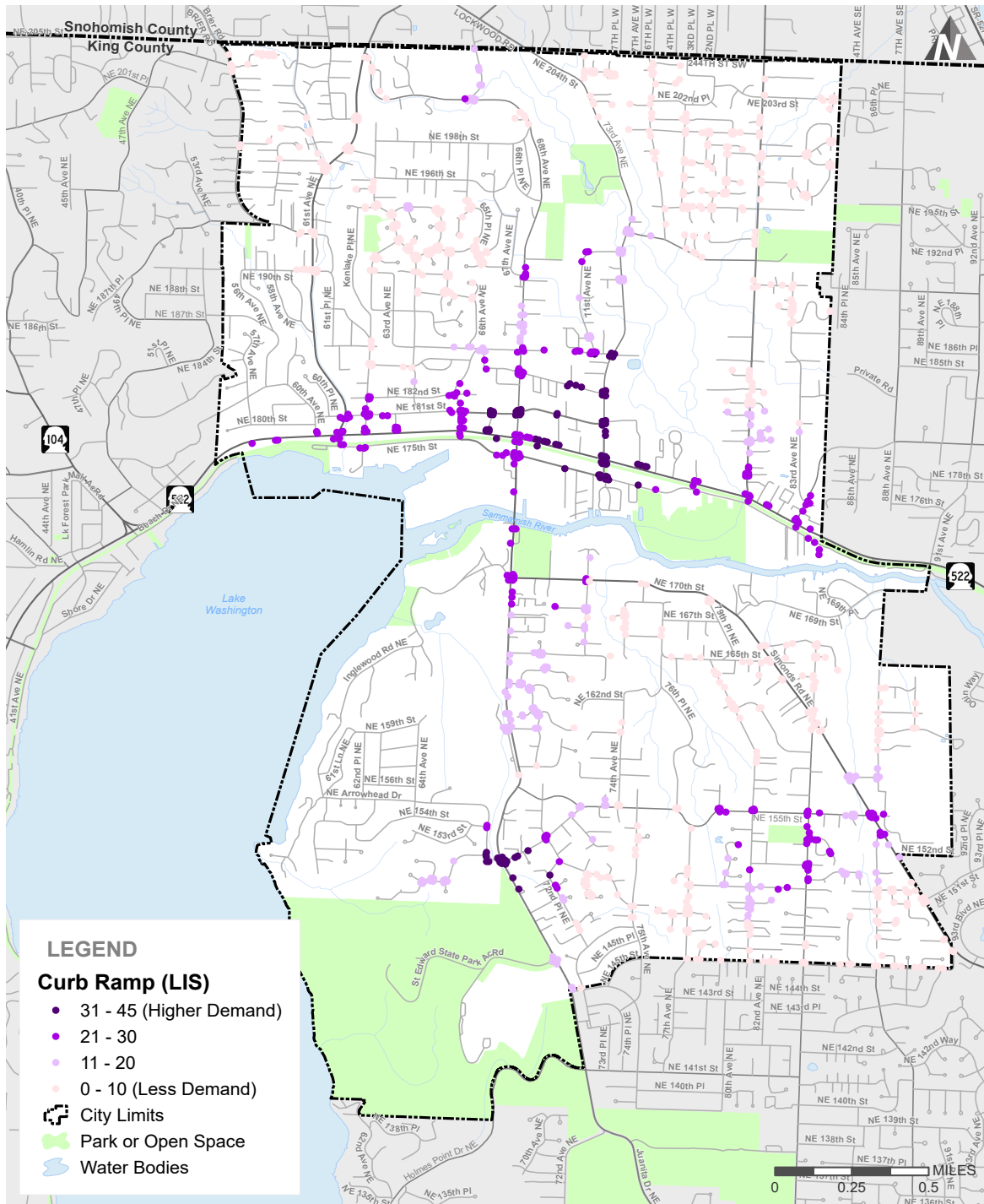
Location Index Score Composite (Sidewalk)

City of Kenmore ADA Transition Plan

transpogroup

FIGURE

4-6



Location Index Score Composite (Curb Ramp)

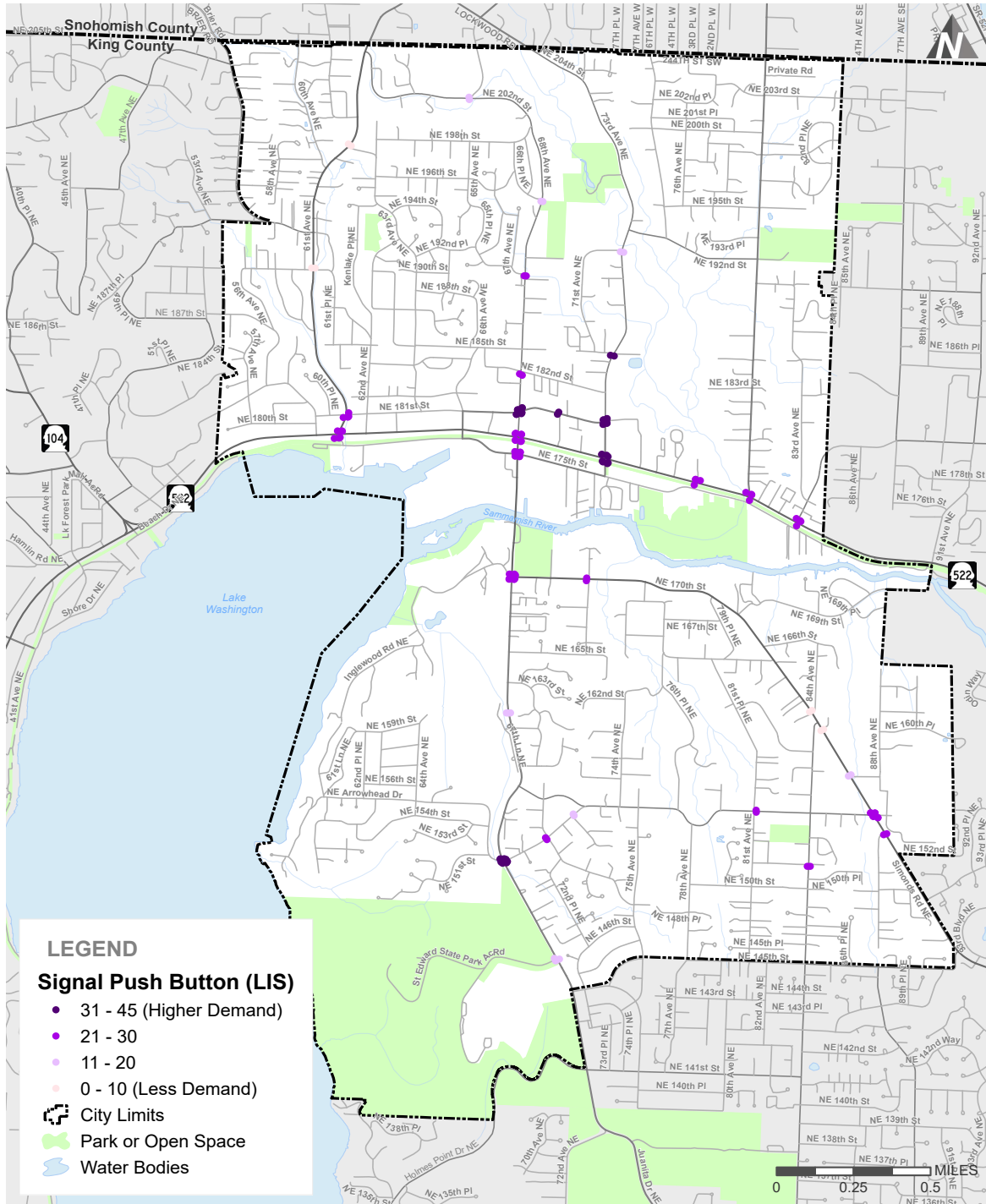
City of Kenmore ADA Transition Plan

transpogroup

FIGURE

4-7

Kenmore Right-of-Way ADA Transition Plan

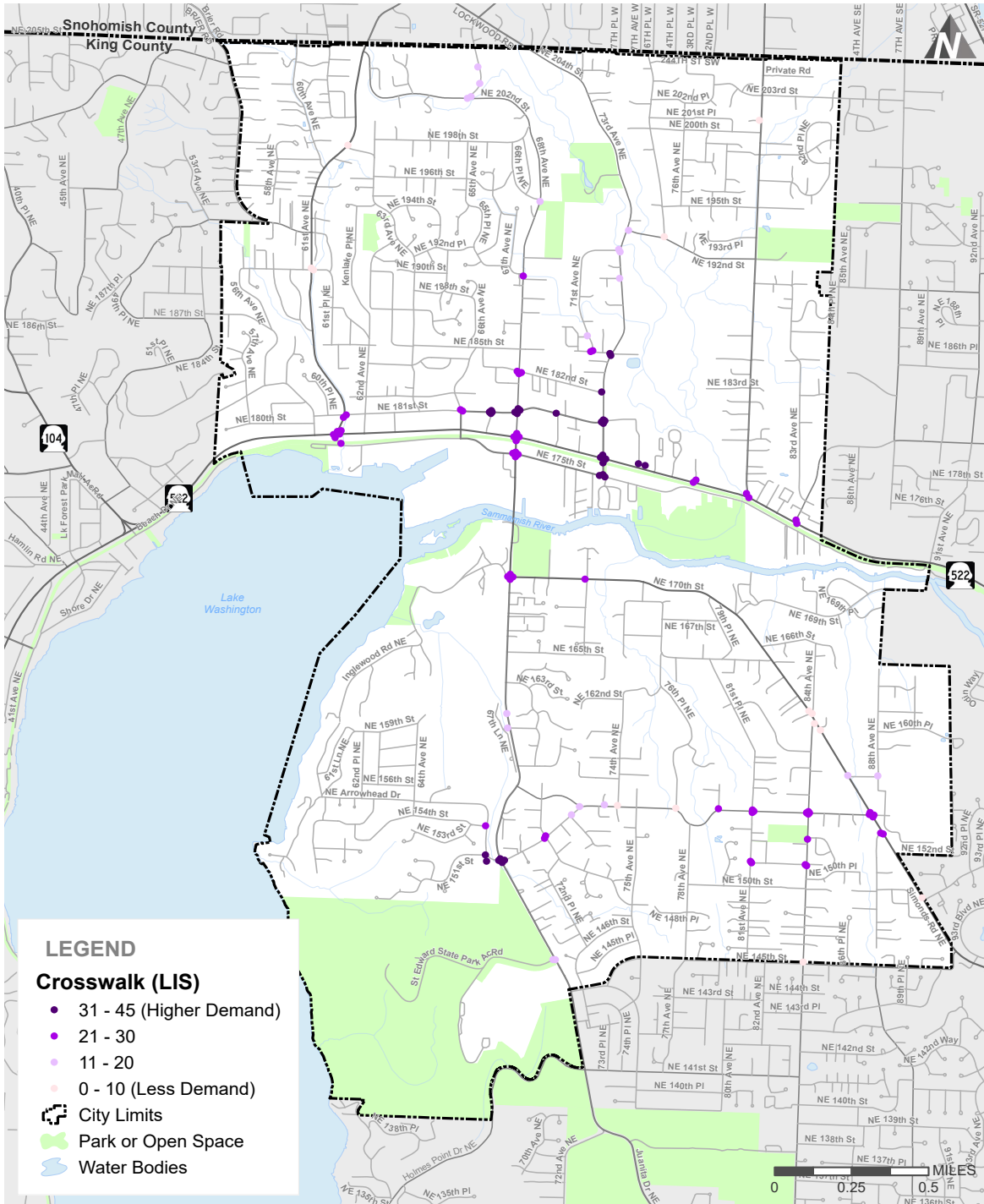


Location Index Score Composite (Signal Push Button)
City of Kenmore ADA Transition Plan

FIGURE

4-8





Location Index Score Composite (Crosswalk)

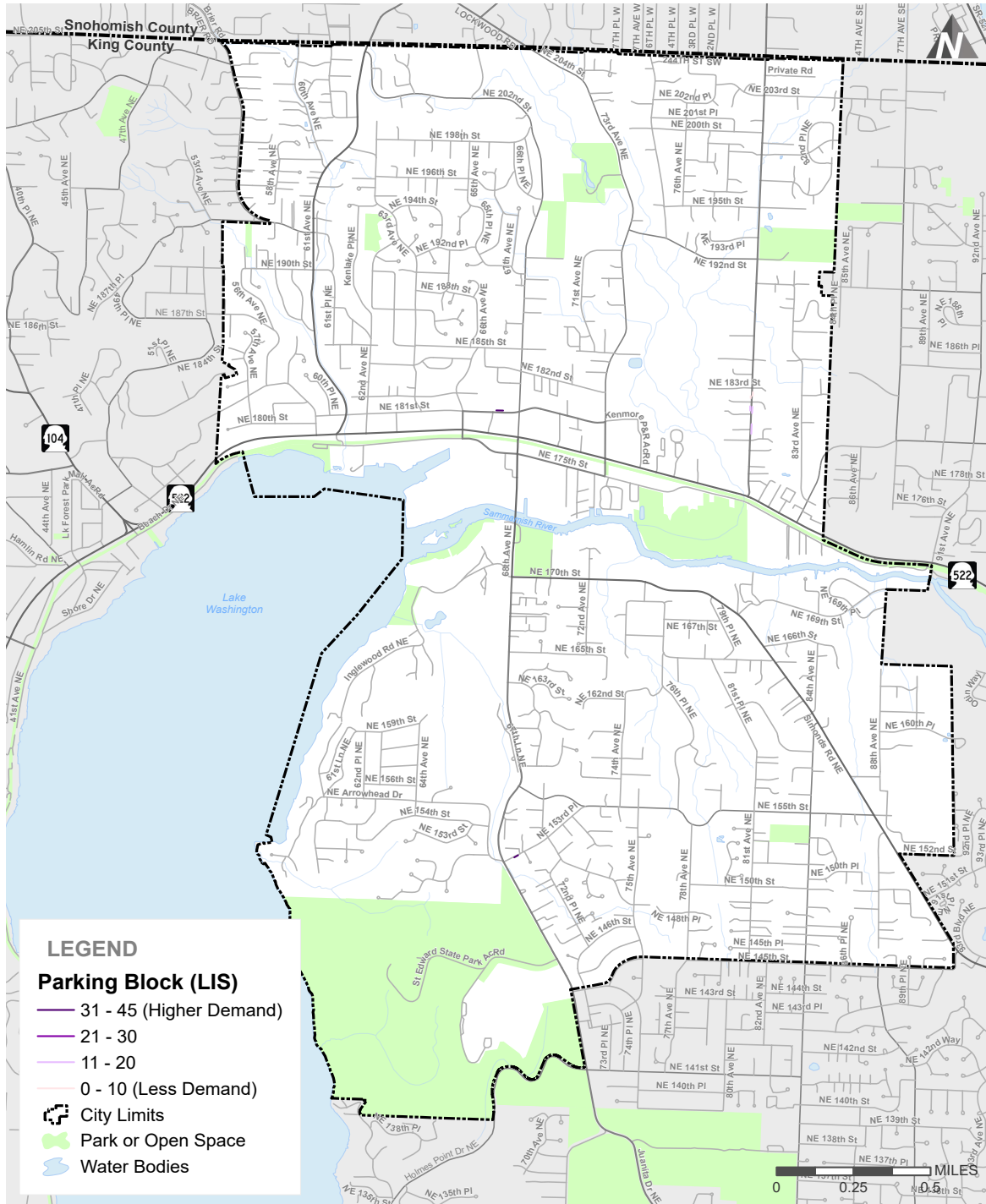
City of Kenmore ADA Transition Plan

transpogroup

FIGURE

4-9

Kenmore Right-of-Way ADA Transition Plan



Location Index Score Composite (Parking Block)

City of Kenmore ADA Transition Plan

FIGURE 4-10
transpogroup

Combined Index Score

The Combined Index Score sums the Accessibility Index Score and Location Index Score to prioritize facilities with accessibility barriers in areas where pedestrians would be expected.

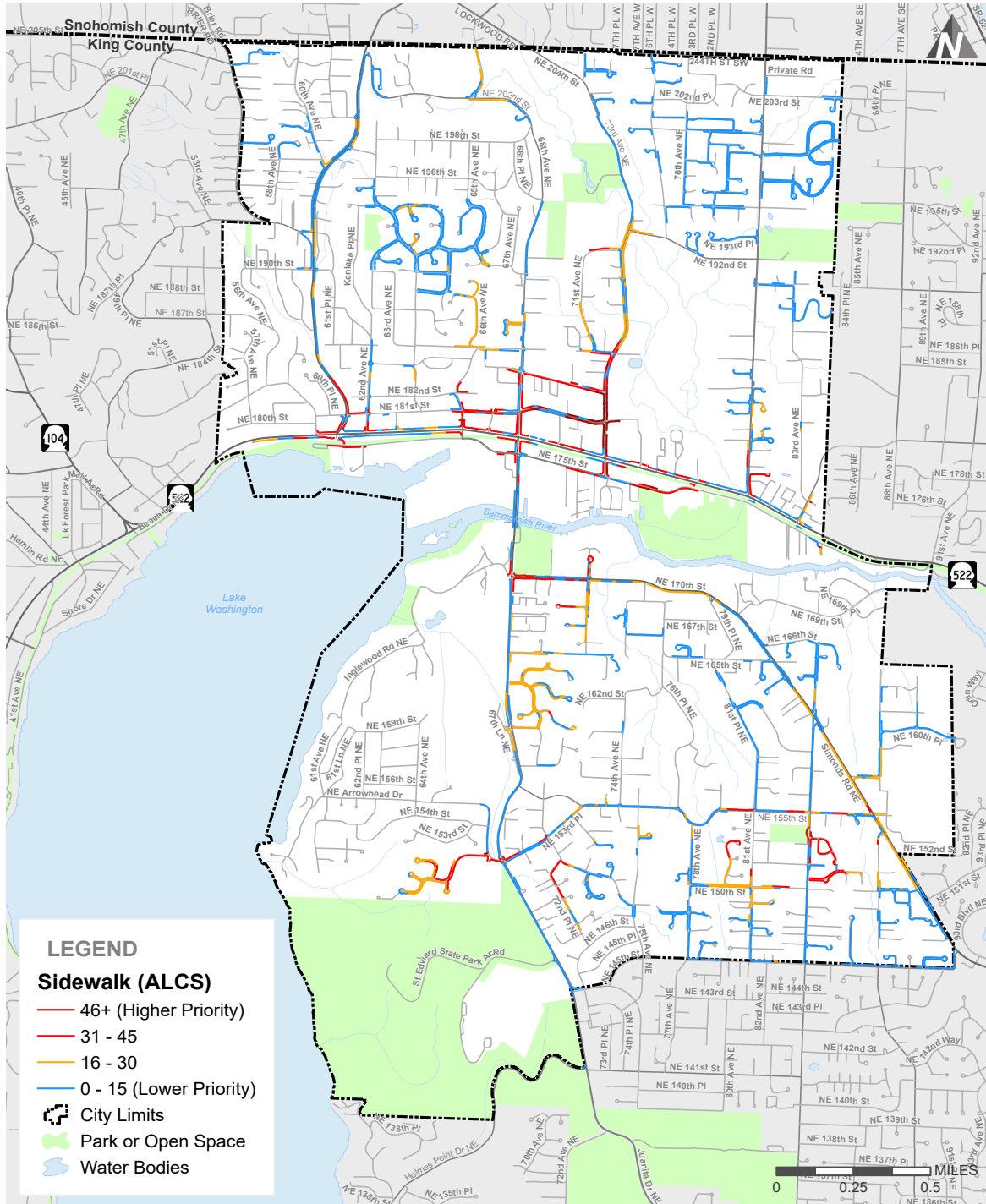
Scores were grouped into four categories:

- Very High: significant physical barriers in high-demand areas: 46-75 points
- High: 31-45 points
- Medium: 16-30 points
- Low: minor barriers in low-demand areas: 1-15 points

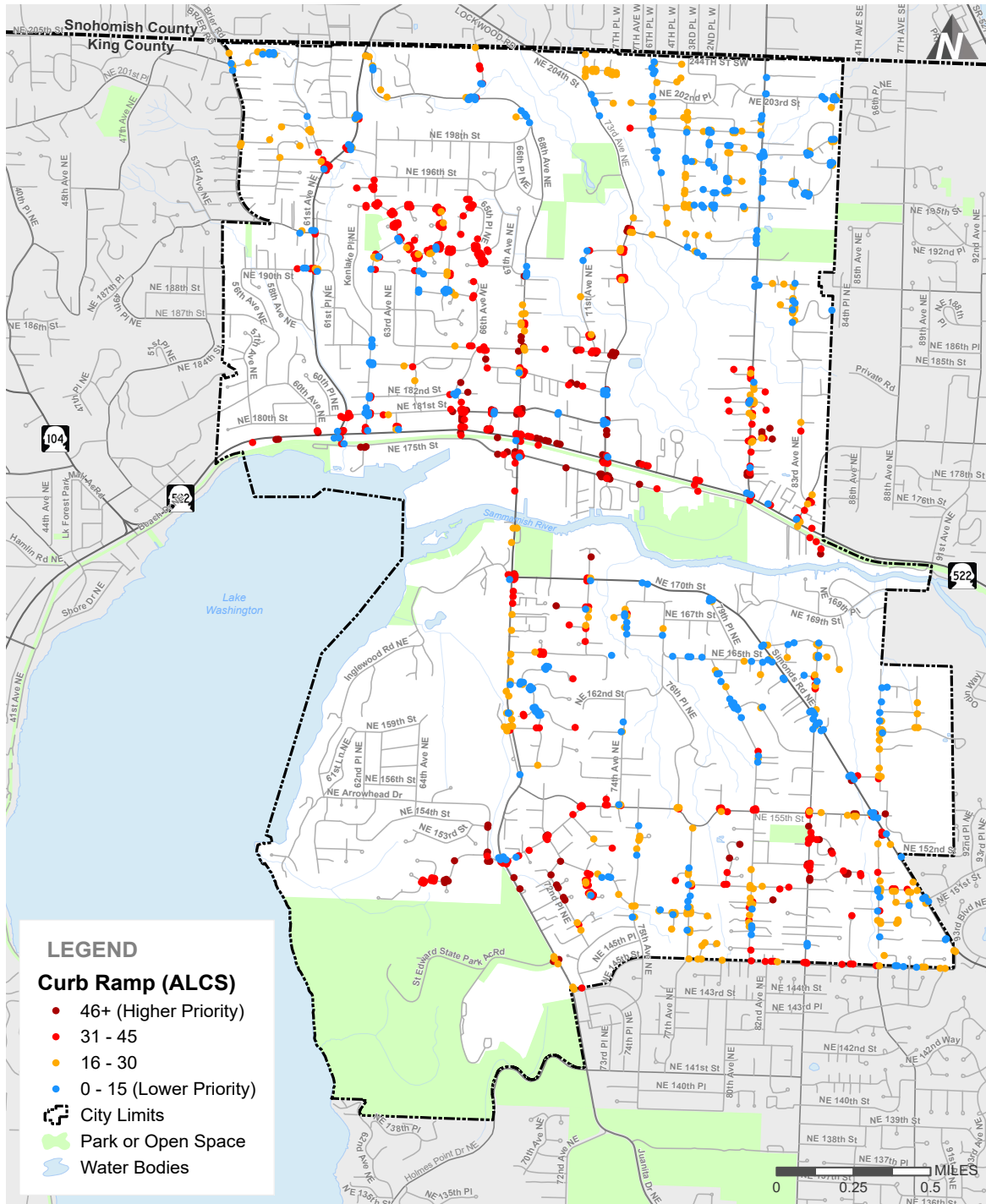
Scores reflect relative priority within each facility type; they do not indicate relative priority between facility types (ex., the importance of addressing a curb ramp barrier versus a sidewalk barrier).

Combined index scores provide planning level context to barrier removal and overall accessibility needs within the city. As this Transition Plan is implemented, barrier removal will be guided by multiple factors, including funding availability, location of capital projects that include pedestrian elements, construction efficiency, project-level analysis, etc. Barriers of all priority levels will be removed over time. Figures 4-11 through 4-15 show the combined index scores for features throughout the city.

Kenmore Right-of-Way ADA Transition Plan



Accessibility (AIS) & Location (LIS) Combined Score (Sidewalk) FIGURE 4-11
 City of Kenmore ADA Transition Plan
 transpogroup

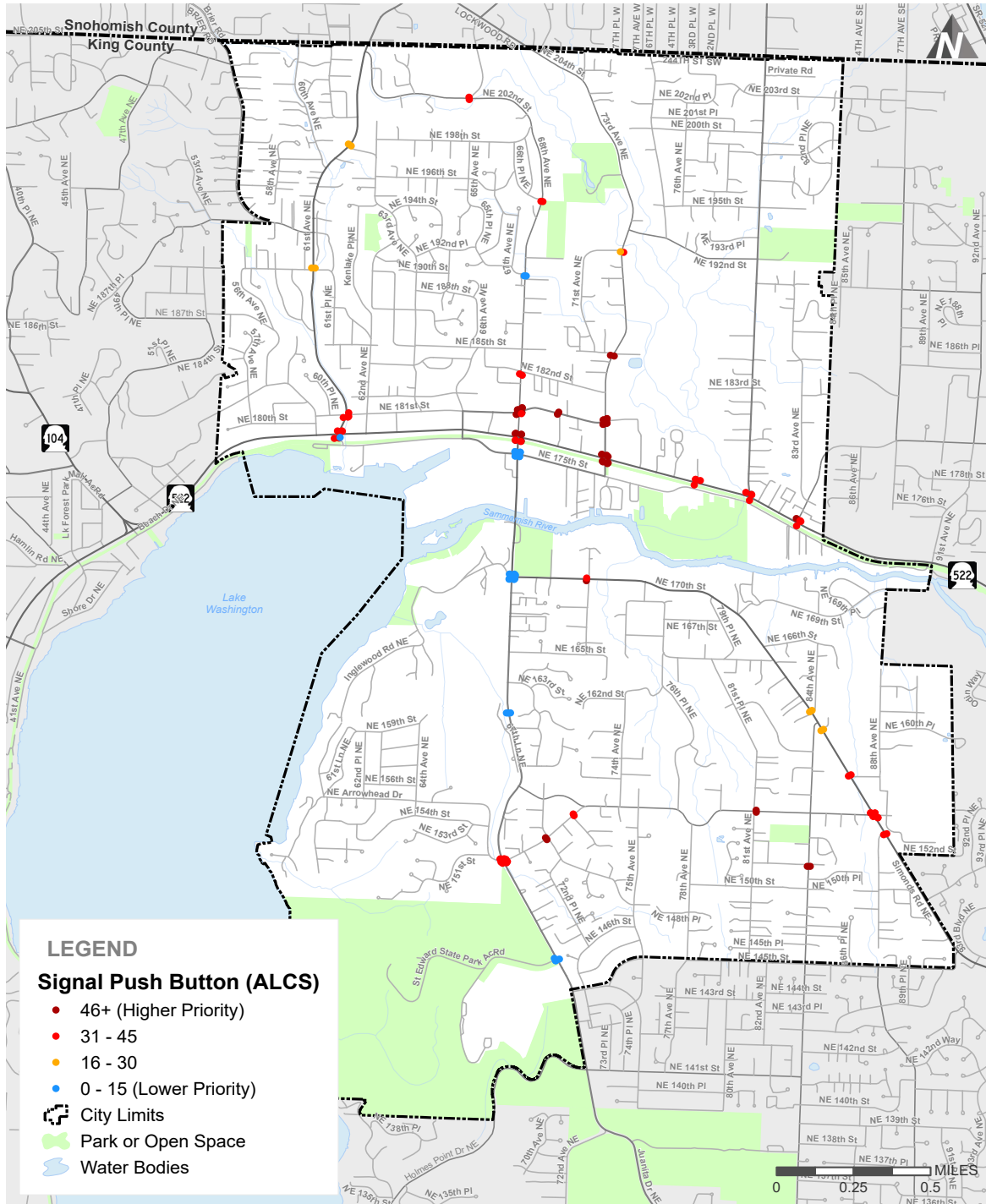


Accessibility (AIS) & Location (LIS) Combined Score (Curb Ramp) FIGURE

City of Kenmore ADA Transition Plan

transpogroup **4-12**

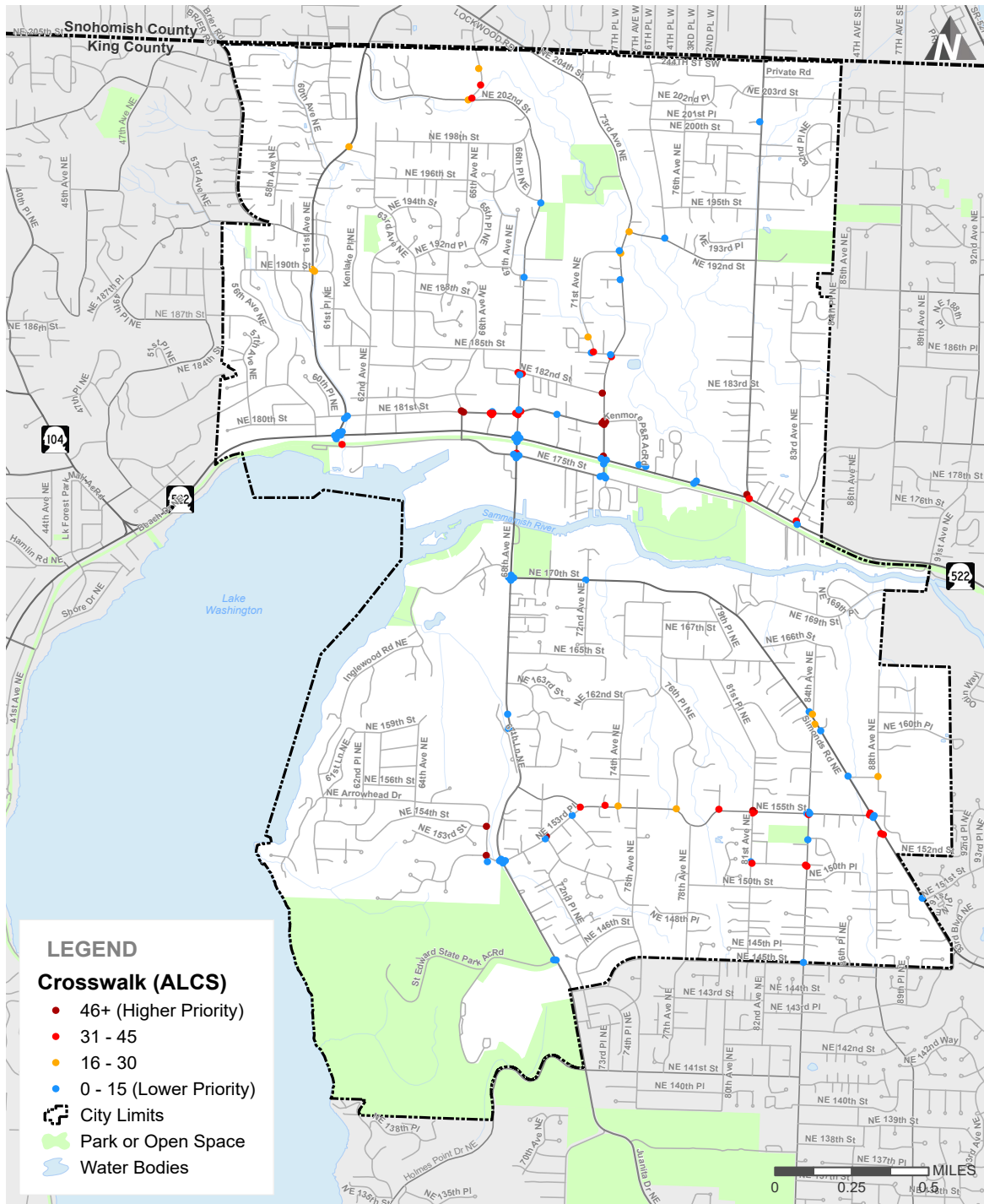
Kenmore Right-of-Way ADA Transition Plan



Accessibility (AIS) & Location (LIS) Combined Score (Signal Push Button) FIGURE

City of Kenmore ADA Transition Plan

transpogroup **4-13**



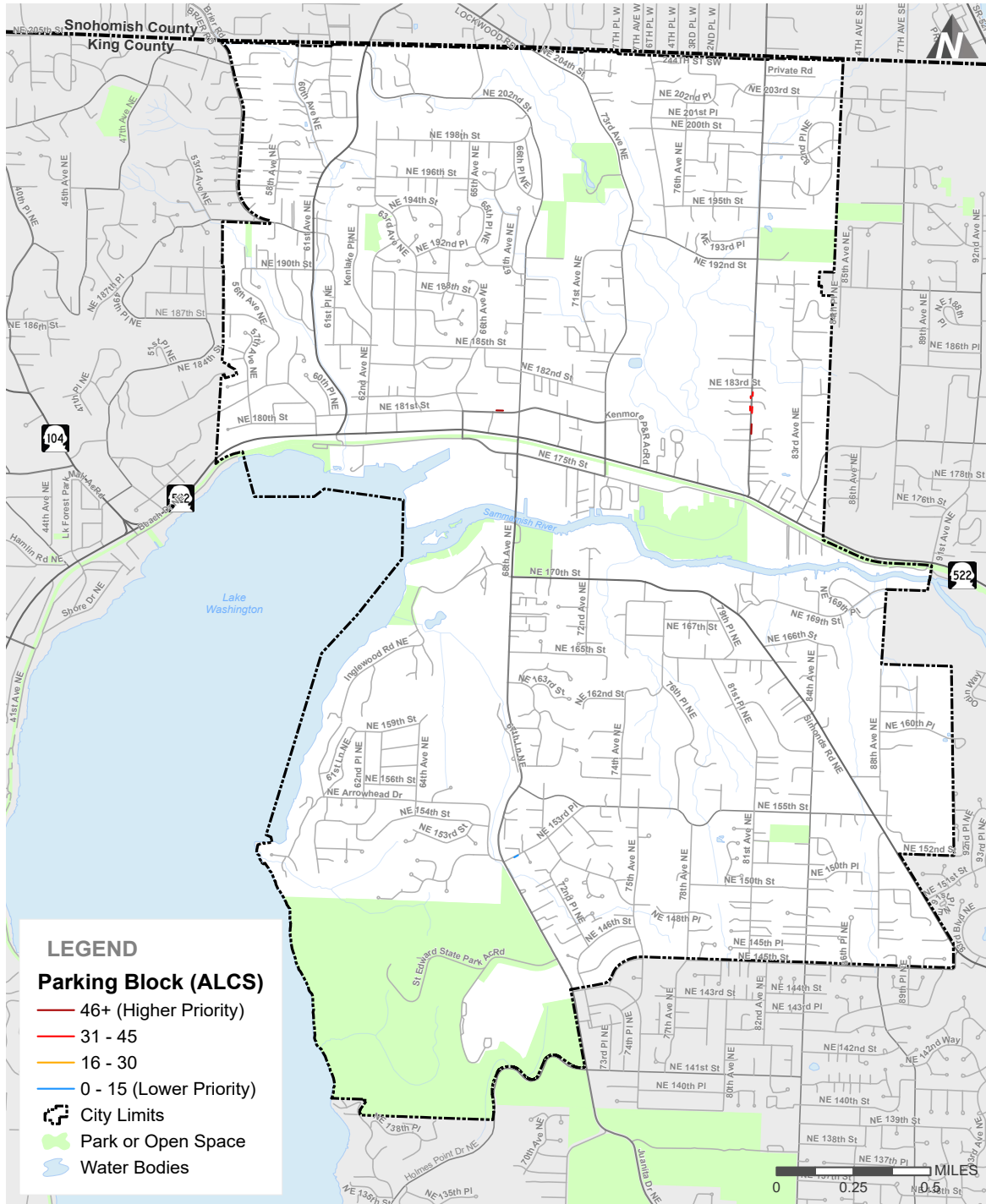
Accessibility (AIS) & Location (LIS) Combined Score (Crosswalk) FIGURE

City of Kenmore ADA Transition Plan



4-14

Kenmore Right-of-Way ADA Transition Plan



Accessibility (AIS) & Location (LIS) Combined Score (Parking Block)
City of Kenmore ADA Transition Plan

FIGURE

transpogroup **4-15**

4.2.2 PLANNING LEVEL COST ESTIMATES TO REMOVE PEDESTRIAN BARRIERS

To meet the ADA transition plan requirement of demonstrating how barriers are to be removed over time, annual available financial resources were estimated and compared to the total estimated barrier removal costs.

Process

Unit costs were developed for the improvements needed to address the pedestrian barriers inventoried through the Self-Evaluation. Unit cost estimates for each barrier type were developed using recent WSDOT and other construction bid tabulations, input from subject matter experts, and planning level cost assumptions. Unit cost estimates assumed contract-based construction, instead of use of in-house crews.

Unit cost estimates were applied to the inventoried barriers, with adjustments made to account for construction efficiencies and to avoid applying redundant improvements to the same facility. All cost estimates are in 2022 dollars. Cost estimate assumptions are detailed in Appendix E.

Barrier removal construction cost estimates account for contingency, design, right-of-way, mobilization, temporary erosion control, traffic control, and construction management. Sales tax, structural impacts to buildings, permit fees, inflation, and potential changes to accessibility standards are not assumed in the cost estimate.

This planning level cost analysis did not assess whether non-compliant pedestrian facilities had been built to the maximum extent feasible. Therefore, this cost estimate may overstate the amount of feasible improvements.

The total planning-level cost estimate, or total need, to remove **all identified pedestrian barriers is approximately \$20,042,000** (in 2022 dollars). Cost estimates by facility and improvement type are shown in Table 4-1.

Kenmore Right-of-Way ADA Transition Plan

Table 4-1 Planning Level Cost Estimate

Ada Deficiency	Improvement Types	Quantity	Total Price
Sidewalks			
Non-Compliant Sidewalk	Reconstruct existing sidewalk.	20,178 SY	\$2,926,000
Maintenance/Miscellaneous			
Non-Compliant Vertical Discontinuity	Sidewalk grinding (5 LF of sidewalk)	465 EA	\$117,000
Non-Compliant Horizontal Discontinuity	Sidewalk crack sealing/grouting (5 LF of sidewalk per horizontal discontinuity)	1,615 LF	\$41,000
Fixed Obstacles	Relocation of obstacles including utility covers, poles, tree roots, signs, etc.	128 EA	\$384,000
Moveable Obstacles	Relocation of obstacles including tree/bush (prunable), message boards, parked cars, etc.	2 EA	\$1,000
Protruding Obstacles	Relocation of obstacles including of mailbox, bush/tree, signs, awnings etc.	80 EA	\$40,000
Other Obstacles	Replacement of driveway, increase clearance from obstacle, etc.	9 EA	\$135,000
Subtotal			\$718,000
Curb Ramps			
Missing Curb Ramps	Install new curb ramp	236 EA	\$1,416,000
Non-Compliant Curb Ramp	Reconstruct existing ramp.	800 EA	\$4,800,000
Non-compliant or missing detectable warning surface (DWS)	Install or replace detectable warning surface.	5 EA	\$6,000
Subtotal			\$6,222,000
Pushbuttons			
Non-APS pushbutton and pushbutton is located incorrectly.	Install new APS pushbutton AND Install new pole.	52 EA	\$349,000
APS pushbutton that has non-compliant dimensions and/or programming and located incorrectly.	Reprogram pushbutton, reorient pushbutton, and/or install tactile arrow AND Install new pole and relocate pushbutton.	45 EA	\$203,000
APS pushbutton located incorrectly.	Install new pole and relocate pushbutton.	4 EA	\$18,000
APS pushbutton that has non-compliant dimensions and/or programming	Reprogram pushbutton, reorient pushbutton, and/or install tactile arrow.	2 EA	\$1,000
Subtotal			\$571,000
Total			\$10,437,000
Contingency @ 20%			\$2,088,000
Design @ 12%			\$1,253,000
Mobilization @ 8%			\$835,000
TESC + Traffic Control @ 12%			\$1,253,000
Construction Management @ 20%			\$2,088,000
Right-of-Way @ 20%			\$2,088,000
TOTAL 2022 DOLLARS			\$20,042,000

4.2.3 BARRIER REMOVAL FUNDING

A requirement of this plan is to forecast available funding that may be used to support plan implementation. Based upon current city funding, approximately \$200,000 per year is available to address barrier removal. With the current estimated cost to remove all barriers, this results in 101 transition years.

To accommodate barrier removal in a reasonable time period, it is recommended that a total minimum annual funding of \$600,000 per year be allocated for pedestrian barrier removal. A breakdown of the annual budget resources proposed to support implementation is as follows:

- Street Overlays, \$100,000
- ADA Replacement Program, \$500,000

See Section 4.1 for details on these programs. These improvements may address low, medium, high, and very high priority barriers based on the location of a proposed larger project or maintenance program. It was assumed that the available funding would be distributed towards the different priority levels as follows.

- Very high, 40%
- High, 30%
- Medium, 20%
- Low, 10%

4.2.4 SCHEDULE

Based upon the Self-Evaluation, planning-level cost estimates, identified barrier removal methods, and proposed budgetary resources that may be available, a barrier removal budget and schedule was developed. Due to the large investment needed to remove accessibility barriers, it is important to identify the highest priority barriers and focus resources to remove them first.

An analysis of the barrier prioritization was completed to determine how many barriers found during the self-evaluation process are classified as 'very high' and 'high', 'medium', and 'low' priority as defined in Section 4.1. Highest priority level represents a significant barrier to accessibility in areas with higher pedestrian demand. Lower priority levels represent lesser barriers to accessibility in areas with lower pedestrian demand. Although some facilities will receive low ratings, all barriers associated with them will still need to be removed and be determined to have been built to the maximum extent feasible.

The City should aim to remove the highest priority barriers first as targetable funding becomes available. This will support the goal of providing better access to the most needed programs in the shortest timeframe possible.

With the recommended City funding allocation, approximately 35 transition years would be required to remove all identified barriers. This schedule will vary as improvements are made and existing facilities deteriorate.

The City should create a two to five-year barrier removal plan with a list of projects to remove specific barriers. This program should focus on the highest priority barriers as funding allows. The purpose of the repeated program is to make progress in barrier removal but also to provide a way to reassess the 35 year plan and measure incremental progress. In order to inform the two-to-five-year program, a scoping effort should occur that includes site visits for areas identified as a high priority to determine the severity of the barrier and to brainstorm possible solutions to fix the issue. When selecting projects, site conditions and improvement feasibility should be taken into account. Areas with multiple barriers within close proximity can be grouped together to achieve cost savings. As areas are identified, additional data collection should be completed in the vicinity of the proposed project and added into the facility's GIS database. The additional information will be able to provide the remaining attributes necessary to determine if a facility fully meets PROWAG requirements.

Following completion of each two to five-year plan implementation cycle, lessons learned regarding costs, methods, schedule, and outcomes shall be evaluated to inform the next two-to-five-year cycle of pedestrian barrier removal investments. If progress is slower than anticipated, additional funding may be required. If progress is faster than anticipated, a shorter timeline may be achievable. Several factors may contribute to differences between the estimated transition schedule and the actual rate and cost of implementation. Some of these factors include actual funding acquired, individual project cost, site specific design savings, additional deterioration of pedestrian facilities, and unanticipated capital projects. In addition, it may be determined that some barriers identified through this transition plan are on facilities that have been built to the maximum extent feasible as discussed in Section 5.1. Each project to remove barriers should be evaluated to determine if improvements to the facility are feasible in the engineering design phase.

5 RECOMMENDATIONS AND NEXT STEPS

5.1 RECOMMENDED ACTIONS

This chapter provides a set of recommendations intended to inform the implementation of this Transition Plan and ongoing removal of pedestrian barriers. Recommendations are not presented in priority order and represent near-term and longer-term Transition Plan implementation workplan tasks.

Recommendations identified as Pending require additional action from the City to implement. Underway recommendations are in progress at this time. Ongoing recommendations have been previously established and are continually in progress. Complete recommendations have been completed but may require additional action based on adjustments noted in this section.

RECOMMENDATION 1

Update City design standards to match ADA Standards

Status: Underway

A detailed audit of City design standards using Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way 2011 (PROWAG) was conducted to inform Chapter 2. This audit, included in Appendix A, recommends specific changes and additions to the City's standard plans and municipal code. The City has been updating these documents to meet PROWAG standards.

RECOMMENDATION 2

Identify an official responsible for Transition Plan implementation within the Public Works Department

Status: Complete

The City's ADA Coordinator has been identified. This position, is one of the four major federal requirements for every ADA transition plan. The current ADA Coordinator is the City Engineer. The ADA Coordinator is responsible for facilitating transition planning such as responding to grievance requests. They also function as a central figure for organizing the various programs within the City to maintain a consistent approach to barrier removal and achieving ADA standards across capital, maintenance, and operational activities.

Official Responsible for Plan Implementation:

John Vicente, ADA Coordinator, City Engineer
18120 68th Ave NE
Kenmore, WA 98028

425-398-8900

TTY Relay Service: 711

jvicente@kenmorewa.gov

RECOMMENDATION 3

Establish a Citywide Accessible Pedestrian Signal (APS) policy

Status: Pending

Accessible Pedestrian Signal (APS) policies serve as a means for cities to be consistent with ADA requirements at traffic signals. The APS policy covers when installation of APS devices that “communicate information about pedestrian timing in nonvisual formats such as audible tones, verbal messages, and/or vibrating surfaces” (MUTCD) is required. The City should establish an APS policy. A template for the APS policy is included in Appendix F. See PROWAG Section R209 for additional guidance.

RECOMMENDATION 4

Educate City staff, consultants, and contractors on ADA standards

Status: On-going

Transition plans are often a learning experience for City staff, consultants, and contractors alike since they change existing practices and expectations. The City should use updates to the City’s design standards as an opportunity to teach and learn about accessibility and the barriers that those with limited mobility or sight experience when traveling in the City’s public right-of-way. This should include clarifying guidance from the Department of Justice, for example, that when pedestrian facilities (curb ramps, sidewalks, crosswalks, pedestrian signals, etc.) within the public right-of-way are altered, they must be revised/replaced to meet current ADA standards. Education can take many forms from review of updated design standards with key individuals such as field inspectors and contractors, development and review of City specific design standards or checklists with City engineers, or training from groups that serve those with disabilities.

RECOMMENDATIONS 5

Develop a standard grievance process for barriers to accessibility

Status: Pending

Public entities subject to Title II of the ADA are required to adopt and publish a grievance procedure as part of their transition plan. A grievance process allows community members to formally report denial of access to a City facility, program, or activity on the basis of disability.

Currently, the City has an established a method for reporting a concern via the City of Kenmore website. A concern can be submitted at the following website: <https://www.kenmorewa.gov/i-want-to/report-a-concern>. Photos and videos can be uploaded to provide greater context to the concern.

It is recommended that the City establish a grievance procedure specifically for ADA accessibility barriers. A template for an example grievance procedure specific to accessibility barriers can be found in Appendix G.

A process like this could include a two-step approach to comply with the requirement for grievance procedures. The first step of the process would be to “Report of Concern” which is currently available through the City website and the second step to file for a “Grievance”.

The “Report a concern” process allows the public to request accommodations or barrier removal. A request should be possible in-person, by telephone, by mail, or via e-mail and should be recorded in the City of Kenmore. Information on how to file this should be easily accessible. The recording of the request is critical for recordkeeping and to evaluate the Department’s response to ADA-related requests.

The second step, a Grievance, is used to report denial of access to a city facility, activity, or program. A Request for Service should be required prior to submitting a grievance. The City should then acknowledge, review the filing, and respond within a set number of days upon receipt. A clear process for appeal of a Grievance decision should be communicated if a denial is issued.

RECOMMENDATION 6

Develop a consistent and centralized MEF documentation database

Status: Completed

The ADA dictates that alterations that could affect the usability of a facility must be made in an accessible manner to the maximum extent feasible (MEF). ADA Standards for Accessible Design (2010) dictates that:

Each facility or part of a facility altered by, on behalf of, or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.

The City currently documents newly constructed or altered facilities that have been built to the maximum extent feasible rather than full ADA standards using standard template. The template for recording MEFs is included in Appendix H. Each project is to be evaluated to determine if improvements to the facility are feasible in the engineering design phase.

The reason for any variation from accessibility standards when it is infeasible to fully remove any barriers should be documented. To help organize MEF documentation, a central location for all MEF documentation can be established and geocoded to the facility location and ensure consistency of data for facilities designed and constructed by others. Consolidation of past MEF records into this data is also recommended.

RECOMMENDATION 7

Develop performance measures and processes to track removal of barriers

Status: Pending

The primary purpose of an ADA transition plan is to develop a plan for removal of accessibility barriers. To show progress towards this requirement, the City should develop a process of tracking barrier removal on an annual basis. It is recommended that the City actively update the GIS ADA self-evaluation database developed for this plan, tracking how and when ADA barriers are removed. This data can be used to provide two-to-five-year updates on progress and demonstrate to the public as well as federal regulators that the City is making progress to meet Title II requirements. These updates should coincide with the two-to-five-year planning efforts completed to outline future barrier removal efforts.

RECOMMENDATION 8

Evaluate all City Programs and Activities as they relate to the ADA

Status: Pending

The focus of the initial self-evaluation was on ADA barriers related to the public right-of-way within the City. Although this plan focused on the public right-of-way, the requirements for accessibility found in Title II of the ADA also apply to physical facilities including City-owned buildings and parks. In addition, Title II ADA requirements apply to many functions, programs, and activities the City may provide or engage in such as community gatherings, recreational groups, and City-sponsored events. In addition to the public right-of-way, self-evaluation and transition planning related to activities such as hiring communications, recreational programs, physical facilities, etc. should be performed to identify barriers within these City buildings, parks, programs, and activities.

**CITY OF KENMORE
RIGHT-OF-WAY
ADA TRANSITION PLAN
APPENDICES**

APPENDIX A: STANDARDS REVIEW



TECHNICAL MEMORANDUM

Date:	April 4, 2022	TG:	1.19347.01
To:	John Vicente, City of Kenmore		
From:	Patrick Lynch, AICP, Transpo Group		
cc:			
Subject:	Barrier Removal Audit – City of Kenmore ADA Transition Plan		

The City of Kenmore maintains road design standards and municipal code covering pedestrian facilities. The design standards are used for City funded projects as well as privately designed and constructed projects within City public right-of-way. This memorandum describes design guidelines that meet the requirements of the Americans with Disabilities Act (ADA), common accessibility design issues, and references to specific design guidelines. The audit of the City's roadway design standards and municipal code as they relate to pedestrian features within the public right-of-way include the City of Kenmore 2021 Road Standards (COK Std.) and Kenmore Municipal Code (KMC). The 2021 Road Standards include standard figures. Draft revisions to these figures are actively being developed by the City. The draft version of these figures were evaluated in this review effort.

Design Guidelines

There are several key design measurements that ADA design guidelines address. These measures are used because they are important to the accessibility and safety of the facility. When pedestrian facility designs cannot be constructed to full design requirements, they should be built to conform to the maximum extent feasible. When this arises, the City should identify the location this occurs, provide justification, and document for future reference. The COK Stds. define a process for documenting designs that are proposed to meet ADA standards to the maximum extent feasible. This process includes identifying components of ramps that are not fully compliant, justification for why they are out of compliance, a stamp from a licensed engineer, and approval from the City Engineer.

Several guidelines and references are available to assist the City of Kenmore in adhering to accessible design standards based on the needs for various projects. There are many opportunities to improve pedestrian conditions by identifying areas of need and establishing the appropriate accessibility design requirements.

2010 ADA Standards for Accessible Design (ADAS) (September 2010)

The Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design "2010 Standards". The 2010 Standards set minimum requirements – both scoping and technical — for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities.

Proposed Guidelines for Pedestrian Facilities in the Public Right-of Way (PROWAG) (November 2011)

The United States Access Board is the rule making body that guides ADA compliance across the US. Since the late 2000's the US Access Board has been in the process of updating its Guidelines for Pedestrian Facilities in the Public Rights-of-Way. These draft guidelines focus on accessibility of sidewalks, curb ramps and in the soon to be released versions address shared-use trails. The draft guidelines cover legislative background, administration requirements, and design requirements.

Many public entities currently use the 2005 draft PROWAG as 'best practice' for features within the public right-of-ways. This practice has been endorsed by the Federal Highway Administration (FHWA), the US Access Board, and is the standard the Washington Department of Transportation adheres to. The City's standards and codes were evaluated against 2011 PROWAG as this is the latest guideline developed by the Access Board. PROWAG

sections referenced in this memo refer to 2011 PROWAG sections. When these standards conflicted with the 2010 ADA, the PROWAG standard is recommended.

Design Requirements

Although the City of Kenmore has standards in place it is important for the standards to be consistent and compliant with the above standards and guidelines. To that end, this memo will provide recommendations to improve and clarify the existing city documents. Recommended actions are included where necessary to meet ADA design standards and best practice. The tables below describe requirements for specific design elements, how they are addressed in City standards, and recommendations for modifications. In addition to the following tables, Attachment A includes markups on the city standard figures to expand on the recommendations below.

Per COK Std. Section 7.07, "all pedestrian accommodations must be designed to meet current ADA standards". COK Std. Section 1.03 also describes companion documents to the city standards that add greater detail for items not specifically addressed in the city standards. Relevant documents to the ADA standards include, *King County Road Design and Construction Standards (KCRS)*, *WSDOT Design Manual, Specifications, and Standard Plans*, *ADA Accessibility Standards and Public Rights-of-Way Accessibility Guidelines 2011*, and *Manual on Uniform Traffic Control Devices (MUTCD)*. Within the following sections, recommendations are still provided where there is little to no direct description of standards for a given facility type. This process is designed to provide greater clarity on where someone using the standards can go to find guidance on a specific pedestrian feature.

Sidewalks and Pathways

Sidewalks are mentioned in the 2021 Road Standards as well as the standard figures. Per COK Std. Section 8.03 "Sidewalk shall be constructed in compliance with current ADA Standards". These standards cover desired dimensions and materials to be used for construction of these facilities. Sidewalks are a common element found in a pedestrian access route (PAR).

Design Element	Requirement	Review	Recommendations
Pedestrian Access Route (PAR) and Pedestrian Circulation Path (PCP)	Various	No fixed object may be placed within the sidewalk that restrict the sidewalk width to less than 6 ft. (COK Std. 8.01).	N/A
Sidewalk Width	Minimum clear width of PAR is 4 ft. excluding the curb; however, on PAR less than 5 ft. wide, passing space of 5 ft. by 5 ft. is required every 200 ft. minimum (PROWAG R302.3 and R302.4)	6 ft. minimum sidewalk width for arterial, collector, and local roads (COK Std. Table 6.1). 6ft. minimum sidewalk width with 4 ft. wide amenity zone for downtown sidewalk identified as Standard 2, 3, 4, or 5 (COK Std. Section 2.08).	N/A
Sidewalk Running Slope	Where the PAR is contained within a street or highway right-of-way, its grade shall not exceed the general grade established for the adjacent street or highway. When the PAR is not contained within the street or highway right-of-way, the grade of shall not exceed 5 percent (PROWAG R302.5).	Not mentioned.	Add to COK Std. Section 8.01, the running slope for a sidewalk along the roadway shall not exceed the general grade of the roadway. Sidewalks not adjacent to a roadway shall not having a running slope greater than 5%.
Sidewalk Cross Slope	The cross slope of a PAR shall be 2 percent maximum (PROWAG R302.6).	Sidewalks shall be designed per KSD 8-001 and 8-008 (COK Std. 8.01).	N/A
Protruding Objects	Objects mounted on free-standing posts or pylons more than 2.25 ft. and not more than 6.7 ft. above the finish surface shall overhang pedestrian circulation paths 4 in. maximum measured horizontally from the post or pylon base. The base dimension shall be 2.5 in. thick minimum. Where objects are mounted between posts or pylons and the clear distance between the posts or pylons is greater than 1.0 ft, the lowest edge of the object shall be 2.25 ft. maximum or 6.7 ft. minimum above the finish surface (PROWAG R402.3).	No fixed objects can be placed within a sidewalk that restricts the sidewalk width to less than 6 ft. (COK Std. Section 8.01). A minimum of 6ft. clearance must be maintained around all portions of mailbox within a sidewalk, shoulder, or walkway (COK Std. Section 8.13C). Maintenance of planting strips that protrude over the road and sidewalk is the responsibility of the abutting property owner. Protruding landscaping up to 8ft above the pedestrian traveled way is to be maintained. (KMC 12.70.040). A stall shall be located on a sidewalk or near a storefront consistent with barrier-free regulations. At least four feet of	Consider adding to COK Std. Section 8.01 a subsection that discusses how far objects can protrude when they are between 2.25 ft and 6.7 ft above the finished service or refer to WSDOT Design Manual Chapter 1510 for protruding Object requirements. Add a horizontal dimension to bottom sign showing the maximum protrusion into pathway the sign can extend (COK Std. Figure 6-002). Add a vertical dimension from the amenity zone to the bottom of the collection box unit that is maximum 2.25 ft. (COK Std. Figure 6-004). Add to the mailboxes a cane detectable piece that allows the mailboxes to be detectable and limits protrusion into the pedestrian

Sidewalks and Pathways

Design Element	Requirement	Review	Recommendations
		<p>unobstructed sidewalk between the stand and the sidewalk edge should be maintained (KMC 18.22.010 & 18.29.040).</p> <p>Bottom of top sign should be mounted at 7 ft. (COK Std. Figure 6-002).</p> <p>Distance from amenity zone to bottom of mailbox should be 44 in. (COK Std. Figures 6-001 and 6-005).</p>	circulation path (COK Std. Figures 6-001 and 6-005).
Surface Discontinuities	<p>Vertical surface discontinuities shall not exceed 0.5 in. maximum. Vertical discontinuities between 0.25 in. and 0.5 in. maximum shall be beveled not steeper than 50 percent (PROWAG R302.7.2)</p> <p>Horizontal openings shall not permit passage of a sphere more than 0.5 in. in diameter. Elongated openings in grates shall be placed so that the long dimension is perpendicular to the dominate travel direction (PROWAG R302.7.3).</p>	<p>All utility lids within the sidewalk surface shall not exceed 1/8 inch in vertical (lip) and 3/8 inch in horizontal (gap) discontinuity and shall be coated with a slip resistant coating.(COK Std. Section 8.01).</p> <p>Expansion joints shall be 1/4 in. to 3/8 in. full depth (COK Std. Figures 8-002, 8-003, 8-004, 8-005, 8-006, and 8-007).</p> <p>Concrete panels shall be flush with adjacent concrete panels with no greater than 1/8 in. vertical difference (COK Std. Figures 8-002, 8-003, 8-004, 8-005, 8-006, and 8-007).</p> <p>Removal of snow, ice, and trash is to be the responsibility of the abutting property owner (KMC 12.70.050).</p>	N/A

Sidewalks and Pathways

Crossings

Crosswalks are part of the PAR at intersections, midblock crossings, and pedestrian refuge islands. These are important connections across streets to enable pedestrians travelling from one side to the other.

Design Element	Requirement	Review	Recommendations
Crosswalk Running Slope	The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crossing (PROWAG R302.5.1).	Crosswalks shall be designed with maximum 5.0% running slope (COK Std. Figure 4-001).	N/A
Crosswalk Cross Slope	<p>Crosswalk cross slope at crossings without yield or stop control shall be 5 percent maximum (PROWAG R302.6.1).</p> <p>Crosswalk cross slope at yield or stop control crossings shall be 2 percent maximum (PROWAG Advisory R302.6.1).</p> <p>Crosswalks cross slope at midblock crossings shall be permitted to equal the street or highway grade (PROWAG R302.6.2).</p>	<p>Crosswalk cross slopes shall be as follows:</p> <ul style="list-style-type: none"> Controlled crossing: 2.0% max. Uncontrolled crossing: 5.0% max. for new construction Uncontrolled crossing: match slope of road for alterations Mid-block crossing: match slope of road <p>(COK Std. Figure 4-001).</p>	Relabel crossing type categories as shown in Attachment A, COK Std. Figure 4-001.
Refuge Islands	<p>Detectable warning surfaces at cut-through islands shall be located at placed at the edges of the pedestrian island and separated by a 2.0 ft. minimum length of surface between detectable warning surfaces (PROWAG R305.2.4).</p> <p>The clear width of a PAR with median and pedestrian refuge islands shall be 5.0 ft. minimum (PROWAG R302.3.1).</p>	Not mentioned.	Refer to WSDOT Design Manual Chapter 1510 for refuge island standards in COK Std Section 7.07.

Curb Ramps

Curb ramps are the immediate junctions between the sidewalk and street crosswalk. Perpendicular and diagonal curb ramps have a running slope that cuts through the curb at right angles, while parallel curb ramps have a running slope that is in-line with the sidewalk. Combination ramps include elements of both parallel and perpendicular curb ramps.

Design Element	Requirement	Review	Recommendations
Ramp Width	The clear width of curb ramp runs and blended transitions, excluding flares, shall be 4.0 ft. minimum (PROWAG R304.5.1).	Curb ramp run width shown as 4ft. minimum for curb ramps excluding flares (COK Std. Figure 8-002). Curb ramp run width shown as 6ft. minimum for curb ramps excluding curb (COK Std. Figures 8-003 and 8-004).	Add a minimum curb ramp width to COK Std. Figure 8-005.
Running Slope	The running slope shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 15.0 ft. (PROWAG R304.2.2). The running slope of blended transitions shall be 5 percent maximum (PROWAG R304.4.1).	Curb ramp running slope is shown as 8.0% maximum (COK Std. Figures 8-002, 8-003, 8-004, and 8-005).	Consider adding note to COK Std. Figures 8-002, 8-003, 8-004, and 8-005 that states "Curb ramp running slope shall not require the ramp length to exceed 15 feet. When applying the 15-foot max. length, the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from the bottom of ramp to top of ramp." Document the use of 15-foot max length as means for meeting standards to the Maximum Extent Feasible.
Cross Slope	The cross slope shall be 2 percent maximum. At pedestrian street crossing without yield or stop control and at midblock pedestrian street crossings, the cross slope shall be permitted to equal the street or highway grade (PROWAG R304.5.3).	Curb ramp cross slope is shown as 1.5% +/- 0.5% (COK Std. Figures 8-002, 8-003, 8-004, and 8-005).	Consider adding allowance for cross slope of curb ramps to match roadway grade for street crossings without yield or stop control and at midblock crossings.
Flared Sides	Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp (PROWAG R304.2.3).	Flare slope is shown as 10% maximum and 15% maximum (COK Std. Figure 8-002).	Show both flare slopes with a maximum of 10% slope (COK Std. Figure 8-002).
Direction	Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel (PROWAG Advisory R304.1).	Curb ramp figures labeled correctly for the type of curb ramps shown (COK Std. Figures 8-002, 8-003, 8-004, and 8-005). Crosswalk should be centered on centerline between opposing curb ramps (COK Std. Figure 4-001).	N/A

Curb Ramps

Design Element	Requirement	Review	Recommendations
Counter Slope	The counter slope of the gutter or street at the foot of curb ramp run, blended transitions, and turning space shall be 5 percent maximum (PROWAG R304.5.4).	Counter slope is shown as 5% maximum (COK Std. Figures 8-002, 8-003, and 8-004).	N/A
Grade Breaks	Grade breaks at the top and bottom of curb ramps shall be perpendicular to the direction of ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush (PROWAG R304.5.2).	<p>The following notes are included "DWP and grade breaks shall be perpendicular to direction of pedestrian travel." and "Ramp and turning space shall not have any expansion joints except along borders." (COK Std. Figures 8-002, 8-003, and 8-004).</p> <p>The following note is included "Ramp and turning space shall not have any expansion joints except along borders." (COK Std. Figure 8-005).</p>	Add the following note to COK Std. Figure 8-005, "Grade breaks shall be perpendicular to direction of pedestrian travel."
Turning Space/Landing Size	<p>For perpendicular curb ramps, a turning space 4.0ft. by 4.0ft. minimum shall be provided at the top of the curb ramp. If the turning space is constrained at the back of sidewalk, the turning space shall be 4.0ft. by 5.0ft. minimum. The 5.0ft. dimension shall be provided in the direction of the ramp run. (PROWAG R304.2.1).</p> <p>For parallel curb ramps, a turning space 4.0ft. by 4.0ft. minimum shall be provided at the bottom of the curb ramp. If the turning space is constrained on 2 or more sides, the turning space shall be 4.0ft. by 5.0ft. minimum. The 5.0ft. dimension shall be provided in the direction of the pedestrian crossings. (PROWAG R304.3.1).</p>	<p>Turning space required to be 4ft. by 4ft. minimum (COK Std. Figures 8-002 and 8-005).</p> <p>Turning space required to be 4ft. by 6ft. minimum (COK Std. Figures 8-003 and 8-004).</p>	<p>Add note to discuss landing dimensions for when a landing is constrained to curb ramp standard figures.</p> <p>Perpendicular and Combination Curb Ramps and Transitions to Shoulders: If the turning space is constrained at the back of sidewalk, the turning space shall be 4.0ft by 5.0ft minimum. The 5.0ft dimension shall be provided in the direction of the ramp run (COK Std. Figures 8-002, 8-004, 8-005).</p> <p>Parallel Curb Ramps: If the turning space is constrained at the back of sidewalk, the turning space shall be 4.0ft by 5.0ft minimum. The 5.0ft dimension shall be provided in the direction of the pedestrian crossing (COK Std. Figure 8-003). Recommend including a 5.0ft. by 5.0ft turning space for parallel curb ramps as the dimension of the turning space that should be 5.0ft is ambiguous in the guidelines.</p>
Turning Space/Landing Slope	<p>The running slope of turning spaces shall be 2 percent maximum (PROWAG R402.2 & PROWAG R304.3.2).</p> <p>The cross slopes of turning spaces shall be 2 percent maximum. At pedestrian street crossings without yield or stop control and at midblock pedestrian street crossings, the cross slope shall be permitted to equal the street or highway grade. (PROWAG R304.5.3).</p>	Landing cross slope and run slope for curb ramps shown as 1.5% +/- 0.5% (COK Std. Figures 8-002, 8-003, 8-004, and 8-005).	Consider adding allowance for cross slope of turning spaces to match roadway grade for street crossings without yield or stop control and at midblock crossings.

Curb Ramps

Design Element	Requirement	Review	Recommendations
Clear Space	Beyond the bottom grade break, a clear space 4.0ft. by 4.0ft. minimum shall be provided within the width of the pedestrian crossing and wholly outside the parallel vehicle travel lane (R304.5.5).	Clear space shown as 4ft. minimum outside of parallel travel lane (COK Std. Figure 4-001).	N/A
Detectable Warning Surfaces	<p>Detectable warning surfaces shall extend 2.0 ft. minimum in the direction of pedestrian travel and the full width of the curb ramp (exclusive of flares), the turning space, or the blended transition. (PROWAG R305.1.4).</p> <p>The truncated domes in a detectable warning surface shall have a base diameter of 0.9 in minimum and 1.4 in. maximum, a top diameter of 50 percent of the base diameter minimum and 65 percent of the base diameter maximum, and a height of 0.2 in. (PROWAG R305.1.1)</p> <p>The truncated domes shall have a center-to-center spacing of 1.6 in. minimum and 2.4 in. maximum, and a base-to-base spacing of 0.65 in. minimum, measured between the most adjacent domes (PROWAG R305.1.2)</p> <p>Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light (PROWAG R305.1.3).</p>	Following note included "DWP shall be compliant with ADA guidelines and be composed of polymer material only. Color shall be yellow matching federal standard 595 color number 33538. Color shall be throughout (surface coatings only not allowed). DWP shall be cast in place, surface mount DWP are not allowed." (COK Std. Figures 8-002, 8-003, 8-004, and 8-005).	N/A

Curb Ramps

Design Element	Requirement	Review	Recommendations
Detectable Warning Surface Placement	<p>On perpendicular curb ramps, detectable warning surfaces shall be placed as follows:</p> <ul style="list-style-type: none"> Where the ends of the bottom grade break are in front of the back of curb, detectable warning surfaces shall be placed at the back of curb. Where the ends of the bottom grade break are behind the back of curb and the distance from either end of the bottom grade brake to the back of curb is 5.0 ft. or less, detectable warning surfaces shall be placed on the ramp run within one dome spacing of the bottom grade break. Where the ends of the bottom grade break are behind the back of curb and the distance from either end of the bottom grade brake to the back of curb is more than 5.0 ft, detectable warning surfaces shall be placed on the lower landing at the back of curb. <p>(PROWAG R305.2.1).</p> <p>On parallel curb ramps, detectable warning surfaces shall be placed on the turning space at the flush transition between the street and sidewalk at the back of curb. (PROWAG R305.2.2).</p> <p>On blended transitions, detectable warning surfaces shall be placed at the back of curb. Where raised pedestrian street crossings, depressed corners, or other level pedestrian street crossings are provided, detectable warning surfaces shall be placed at the flush transition between the street and the sidewalk (PROWAG R305.2.3).</p>	<p>Following note included, "DWP shall be within 5 feet of curb." (COK Std. Figures 8-002, 8-003, and 8-004).</p>	<p>Revise note to refer WSDOT Std. Plan F-45.10-02 for detectable warning surface placement details on COK Std. Figures 8-002, 8-003, and 8-004.</p> <p>Include a detectable warning surface and associated notes for transition ramps, COK Std. Figure 8-005.</p>
Receiving Ramp	<p>A crosswalk served by a curb ramp must also have an existing curb ramp in place on the receiving end unless there is no curb or sidewalk on that end of the crosswalk Revised Code of Washington (RCW) 35.68.075.</p>	<p>Where a ramp is constructed on one side of the street a sidewalk or raised pedestrian facility exists on the opposite side of the street, a receiving ramp shall also be provided on the opposite side of the street (COK Std. Section 8.05).</p>	N/A

Signals

Signals are important connections in the pedestrian network that provide crossings at intersections for all roadway users. Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD (PROWAG R209.1).

Design Element	Requirement	Review	Recommendations
Accessible Pedestrian Signals and Pedestrian Pushbuttons	Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. An accessible pedestrian signal and pedestrian pushbutton is an integrated device that communicates information about the WALK and DON'T WALK intervals at signalized intersections in non-visual formats (i.e., audible tones and vibrotactile surfaces) to pedestrians who are blind or have low vision. (PROWAG R209.1). Existing pedestrian signals shall comply with R209.1 when the signal controller and software are altered, or the signal head is replaced (PROWAG R209.2).	Pedestrian pushbuttons on the same corner of an intersection should be separated by 10ft minimum (COK Std. Figure 4-001).	Refer to WSDOT Design Manual Chapters 1330 and 1510, and MUTCD for APS standards in COK Std. Section 7.07.
Accessible Pedestrian Pushbuttons Clear Space	Clear spaces shall be 2.5 ft. minimum by 4.0 ft. minimum with additional space needed if it is confined on all or part of three sides (PROWAG R404.3). One full unobstructed side of a clear space shall adjoin a pedestrian access route or adjoin another clear space (PROWAG R404.6).	Not mentioned.	Refer to WSDOT Design Manual Chapters 1330 and 1510, and MUTCD for APS standards in COK Std. Section 7.07.
Accessible Pedestrian Pushbutton Reach Ranges	Where a forward reach is unobstructed, the high forward reach shall be 4.0 ft. maximum and the low forward reach shall be 1.25 ft. minimum above the finish surface. Forward reach over an obstruction is not permitted (PROWAG R406.2). Where a clear space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 4.0 ft. maximum and the low side reach shall be 1.25 ft. minimum above the finish surface. An obstruction shall be permitted between the clear space and the element where the depth of the obstruction is 10 in. maximum (PROWAG R406.3).	Not mentioned.	Refer to WSDOT Design Manual Chapters 1330 and 1510, and MUTCD for APS standards in COK Std. Section 7.07.

Signals

Design Element	Requirement	Review	Recommendations
Pedestrian Crossing Times	All pedestrian signal phase timing shall comply with section 4E.06 of the MUTCD, shall be based on a pedestrian clearance time that is calculated using a pedestrian walking speed of 3.5 ft./s. or less (PROWAG R306.2).	Not mentioned.	Refer to WSDOT Design Manual Chapters 1330 and 1510, and MUTCD for APS standards in COK Std. Section 7.07.
At Roundabouts	At roundabouts with multi-lane pedestrian street crossings, a pedestrian activated signal shall be provided for each multi-lane segment of each pedestrian street crossing, including the splitter island (PROWAG R306.3.2).	Not mentioned.	Refer to WSDOT Design Manual Chapters 1330 and 1510, and MUTCD for APS standards in COK Std. Section 7.07.
At multi-lane channelized turn lanes	At signalized intersections and roundabouts with multi-lane channelized turn lane crossings, pedestrian activated signals shall be provided (PROWAG R306.4 & PROWAG R306.5).	Not mentioned.	Refer to WSDOT Design Manual Chapters 1330 and 1510, and MUTCD for APS standards in COK Std. Section 7.07.

Other Pedestrian Areas

Other pedestrian areas include transit stops and work zones. Transit provides a critical lifeline of access and independence for those with limited mobility or vision. Transit stops have additional width requirements for boarding and alighting passengers, and work zones should provide the same level of accessibility as permanent pedestrian facilities.

Design Element	Requirement	Review	Recommendations
Transit Stops			
Boarding and Alighting Area Dimensions	Bus stop boarding and alighting areas shall provide a clear length of 8.0 ft. minimum, measured perpendicular to the curb or vehicle street or highway edge, and a clear width of 5.0 ft. minimum, measured parallel to the vehicle street or highway (PROWAG R308.1.1.1)	Not mentioned.	Add reference in COK Std. Section 8.01 to follow WSDOT Design Manual Chapter 1510 for transit stop requirements.
Boarding and Alighting Area Slopes	Parallel to the street or highway, the grade of the bus stop boarding and alighting areas shall be the same as the street or highway, to the extent practicable. Perpendicular to the street or highway, the grade of the bus stop boarding and alighting areas shall not be steeper than 2 percent (PROWAG R308.1.1.2)	Not mentioned.	Add reference in COK Std. Section 8.01 to follow WSDOT Design Manual Chapter 1510 for transit stop requirements.
Transit Shelters	Transit shelters shall be connected by PARs to boarding and alighting areas. Transit shelters shall provide a minimum clear space complying with R404 entirely within the shelter. Where seating is provided within transit shelters, the clear space shall be located either at one end of a seat or shall not overlap the area within 1.5 ft. from the front edge of the seat (PROWAG R308.2).	Not mentioned.	Add reference in COK Std. Section 8.01 to follow WSDOT Design Manual Chapter 1510 for transit stop requirements.
Parking			
Parking Spaces	Where parking spaces are marked with lines, width measurements of parking spaces and access aisles shall be made from the centerline of the markings (ADAS 502.1).	Per COK Std. Section 5.05, where on-street parking or parking within the right-of-way is to be counted toward parking stall requirement, the dimensions shall comply with KMC 18.40. Does not define dimensions for ADA parking stalls.	Add dimension requirements for ADA parking stalls to COK Std. Section 5.05.
Parking Access Aisles	Two spaces are permitted to share a common access aisle (PROWAG R309.3). Where perpendicular or angled parking is provided, an access aisle (8.0ft) wide shall be provided (PROWAG R309.3). Access aisles shall extend the full length of the	Per COK Std. Section 5.05, where on-street parking or parking within the right-of-way is to be counted toward parking stall requirement, the dimensions shall comply with KMC 18.40. Does not define dimensions for ADA parking stalls.	Add dimension requirements for ADA parking stalls to COK Std. Section 5.05.

Other Pedestrian Areas

Design Element	Requirement	Review	Recommendations
	parking spaces they serve (PROWAG R309.3). Access aisles shall be marked so as to discourage parking in them (PROWAG R309.3).		
Parking identification.	Accessible parking spaces shall be identified by signs displaying the International Symbol of Accessibility (PROWAG 211.4).	Per COK Std. Section 5.05, where on-street parking or parking within the right-of-way is to be counted toward parking stall requirement, the dimensions shall comply with KMC 18.40. Does not define dimensions for ADA parking stalls.	Add signage requirements for ADA parking stalls to COK Std. Section 5.05.
Parallel Parking Spaces	Where the width of the adjacent sidewalk or available right-of-way exceeds 14.0 ft, an access aisle 5.0 ft. wide minimum shall be provided at street level the full length of the parking space and shall connect to a pedestrian access route. The access aisle shall comply with R302.7 and shall not encroach on the vehicular travel lane (PROWAG R309.2.1). In alterations where the street or sidewalk adjacent to the parking spaces is not altered, an access aisle shall not be required provided the parking spaces are located at the end of the block face (PROWAG R309.2.1.1). An access aisle is not required where the width of the adjacent sidewalk or the available right-of-way is less than or equal to 14.0 ft. When an access aisle is not provided, the parking spaces shall be located at the end of the block face (PROWAG R309.2.2).	Per COK Std. Section 5.05, where on-street parking or parking within the right-of-way is to be counted toward parking stall requirement, the dimensions shall comply with KMC 18.40. Does not define dimensions for ADA parking stalls.	Add dimension requirements for ADA parking stalls to COK Std. Section 5.05.
Perpendicular or Angled Parking Spaces	Where perpendicular or angled parking is provided, an access aisle 8.0 ft. wide minimum shall be provided at street level the full length of the parking space and shall connect to a pedestrian access route. The access aisle shall comply with R302.7 and shall be marked so as to discourage parking in the access aisle. Two parking spaces are permitted to share a common access aisle (PROWAG R309.3).	Per COK Std. Section 5.05, where on-street parking or parking within the right-of-way is to be counted toward parking stall requirement, the dimensions shall comply with KMC 18.40. Does not define dimensions for ADA parking stalls.	Add dimension requirements for ADA parking stalls to COK Std. Section 5.05.
Alternative Pedestrian Access Routes			
Alternate Pedestrian Access Route	When a pedestrian circulation path is temporarily closed by construction, alterations, maintenance operations, or other	"Where a development or construction activity will obstruct an existing Pedestrian walkway, including formal sidewalk,	N/A

Other Pedestrian Areas

Design Element	Requirement	Review	Recommendations
	conditions, an alternate pedestrian access route complying with sections 6D.01, 6D.02, and 6G.05 of the MUTCD shall be provided. Where provided, pedestrian barricades and channelizing devices shall comply with sections 6F.63, 6F.68, and 6F.71 of the MUTCD (PROWAG R205).	maintained trail, worn (unmaintained) foot trails, shoulder, or other forms of pathway regularly used by pedestrians, a pedestrian circulation plan shall be required prior to beginning any construction activity." "Where existing pedestrian facilities exist outside the limits of the work zone, they may be utilized as the alternative pedestrian path provided that pedestrian connections with the existing pedestrian path can be made at safe and legal locations and appropriate signage is provided, in compliance with MUTCD, to direct pedestrian movements to the alternative routes. All pedestrian connections shall be ADA compliant to the maximum extent feasible/practical. Where existing pedestrian facilities cannot move pedestrians around a work zone, a temporary alternative pedestrian pathway must be provided and must be compliant with current ADA standards, including, but not limited to, temporary ramps where required and continuous cane-detectable barriers around the revised pedestrian route." (COK Std. Section 4.09).	
Driveways			
Driveways	The cross slope shall be 2 percent maximum (PROWAG R304.5.3). The running slope shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 15.0 ft. (PROWAG R304.2.2).	Sidewalk cross slope crossing driveways are 1.5% +/- 0.5% (COK Std. Figures 8-006 and 8-007). Ramp running slope in driveway shown as 8.0% maximum (COK Std. Figure 8-007).	Add note to COK Std. Figure 8-007 that states "Ramp running slope shall not require the ramp length to exceed 15 feet. When applying the 15-foot max. length, the running slope of the curb ramp is allowed to exceed 8.3%. Use a single constant slope from the bottom of ramp to top of ramp." Document the use of 15-foot max length as means for meeting standards to the Maximum Extent Feasible.
Ramps			
Ramp Width	The clear width of a ramp run and, where handrails are provided, the clear width between handrails shall be 3.0 ft. minimum (PROWAG R407.4).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for ramp requirements in the public right-of-way.

Other Pedestrian Areas

Design Element	Requirement	Review	Recommendations
Running Slope	Ramp runs shall have a running slope between 5 percent minimum and 8.3 percent maximum (PROWAG R407.2).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for ramp requirements in the public right-of-way.
Cross Slope	The cross slope of ramp runs shall be 2 percent maximum (PROWAG R407.3).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for ramp requirements in the public right-of-way.
Rise	The rise for any ramp run shall be 2.5 ft. maximum (PROWAG R407.4).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for ramp requirements in the public right-of-way.
Landing Size	Ramps shall have landings at the top and the bottom of each ramp run (PROWAG R407.6). The landing clear width shall be at least as wide as the widest ramp run leading to the landing (PROWAG R407.6.2). The landing clear length shall be 5.0 ft. long minimum (PROWAG R407.6.3). Ramps that change direction between runs at landings shall have a clear landing 5.0 ft. by 5.0 ft. minimum (PROWAG R407.6.4).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for ramp requirements in the public right-of-way.
Landing Slope	Landing slopes shall be 2 percent maximum in any direction (PROWAG R407.6.1).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for ramp requirements in the public right-of-way.

Stairways

Stairway Treads and Risers	All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 in. high minimum and 7 in. high maximum. Treads shall be 11 in. deep minimum (PROWAG R408.2). Open risers are not permitted (PROWAG R408.3). The radius of curvature at the leading edge of the tread shall be 0.5 in. maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1.5 in. maximum over the tread below (PROWAG R408.5).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for ramp requirements in the public right-of-way.
----------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------	--------------------------------------------------------------------------------------------------------------------------------

Handrails

Other Pedestrian Areas

Design Element	Requirement	Review	Recommendations
Handrails	<p>Stairways shall have handrails (PROWAG R408.6).</p> <p>Handrails are required on ramp runs with a rise greater than 6 in. and on certain stairways (PROWAG R407.8).</p> <p>Edge protection complying shall be provided on each side of ramp runs and landings (PROWAG R407.9).</p> <p>Where required handrail shall be provided on both sides of ramps and stairways (PRWOAG R409.2).</p> <p>Top of gripping surfaces of handrails shall be 2.8 ft. minimum and 3.2 ft. maximum vertically above walking surfaces, ramp surfaces, and stair nosings. Handrails shall be at a consistent height above walking surfaces, ramp surfaces, and stair nosings (PROWAG R409.4).</p> <p>Clearance between handrail gripping surfaces and adjacent surfaces shall be 1.5 in. minimum (PROWAG R409.5).</p> <p>Handrail gripping surfaces shall be continuous along their length and shall not be obstructed along their tops or sides. The bottoms of handrail gripping surfaces shall not be obstructed for more than 20 percent of their length. Where provided, horizontal projections shall occur 1.5 in. minimum below the bottom of the handrail gripping surface (PROWAG R409.6).</p>	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for handrail requirements in the public right-of-way.
Handrail Extension on Ramps	Ramp handrails shall extend horizontally above the landing for 1.0 ft. minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. (PROWAG R409.10.1).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for handrail requirements in the public right-of-way.
Handrail Extension on Stairways	<p>At the top of a stair flight, handrails shall extend horizontally above the landing for 1.0 ft. minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight (PROWAG R409.10.2).</p> <p>At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread</p>	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for handrail requirements in the public right-of-way.

Other Pedestrian Areas

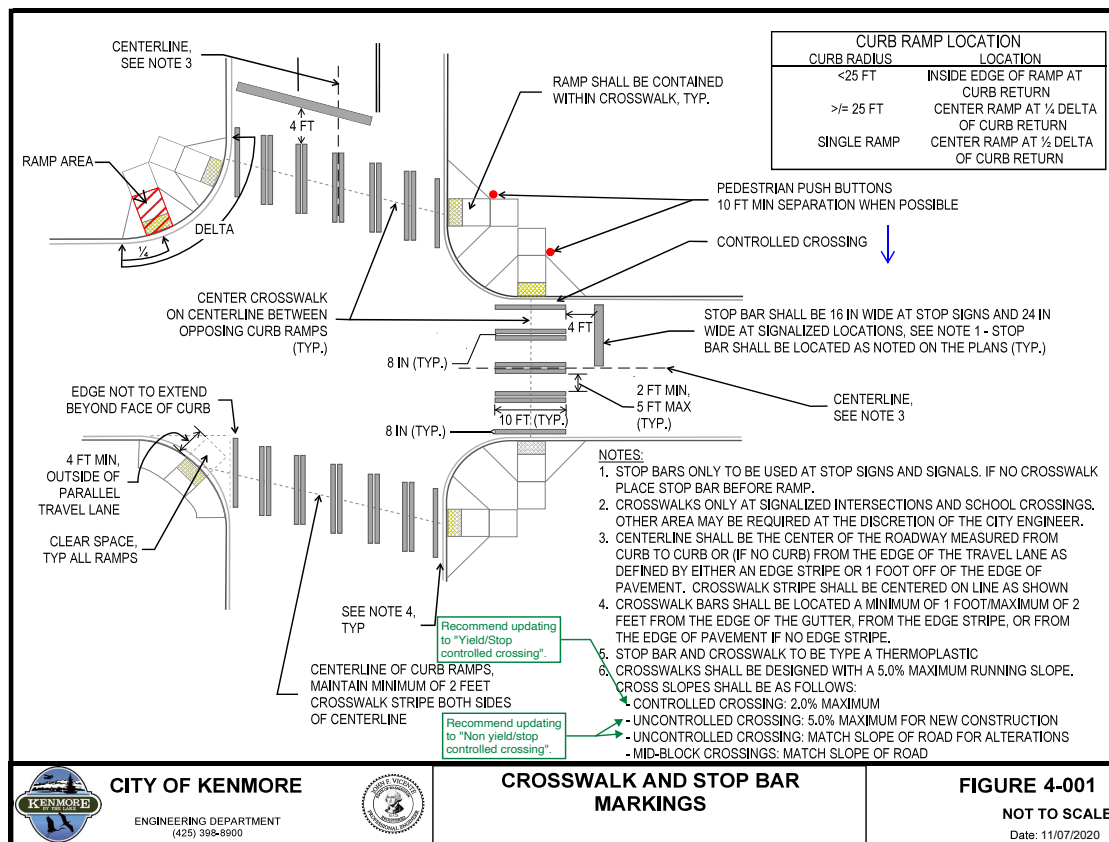
Design Element	Requirement	Review	Recommendations
	depth beyond the last riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. (PROWAG R409.10.3).		
Handrail Cross Section	Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1.25 in. minimum and 2 in. maximum (PROWAG R409.7.1). Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 in. minimum and 6.25 in. maximum, and a cross-section dimension of 2.25 in. maximum (PROWAG R409.7.2).	Not mentioned.	Add reference to COK Section 8.01 to follow WSDOT Design Manual Chapter 1510 for handrail requirements in the public right-of-way.
Railways			
Railroad Flangeway Gaps	Flangeway gaps at pedestrian at-grade rail crossings shall be 2.5 in. maximum on non-freight rail track and 3 in. maximum on freight rail track (PROWAG R302.7.4).	Not mentioned.	No recommendation as there are few to no railroad crossings with pedestrian facilities in Kenmore. General note referencing WSDOT standards for areas not covered in standards is sufficient.
Detectable Warning Surfaces at Rail Crossings	At pedestrian at-grade rail crossings not located within a street or highway, detectable warning surfaces shall be placed on each side of the rail crossing. The edge of the detectable warning surface nearest the rail crossing shall be 6.0 ft. minimum and 15.0 ft. maximum from the centerline of the nearest rail. Where pedestrian gates are provided, detectable warning surfaces shall be placed on the side of the gates opposite the rail. (PROWAG R305.2.5).	Not mentioned.	No recommendation as there are few to no railroad crossings with pedestrian facilities in Kenmore. General note referencing WSDOT standards for areas not covered in standards is sufficient.
Detectable Warning Surfaces at Rail Boarding Areas	At boarding platforms for rail vehicles, detectable warning surfaces shall be placed at the boarding edge of the platform (PROWAG R305.2.6). At boarding and alighting areas at sidewalk or street level transit stops for rail vehicles, detectable warning surfaces shall be placed at the side of the boarding and alighting area facing the rail vehicles (PROWAG R305.2.7).	Not mentioned.	No recommendation as there are few to no railroad crossings with pedestrian facilities in Kenmore. General note referencing WSDOT standards for areas not covered in standards is sufficient.

Kenmore Right-of-Way ADA Transition Plan

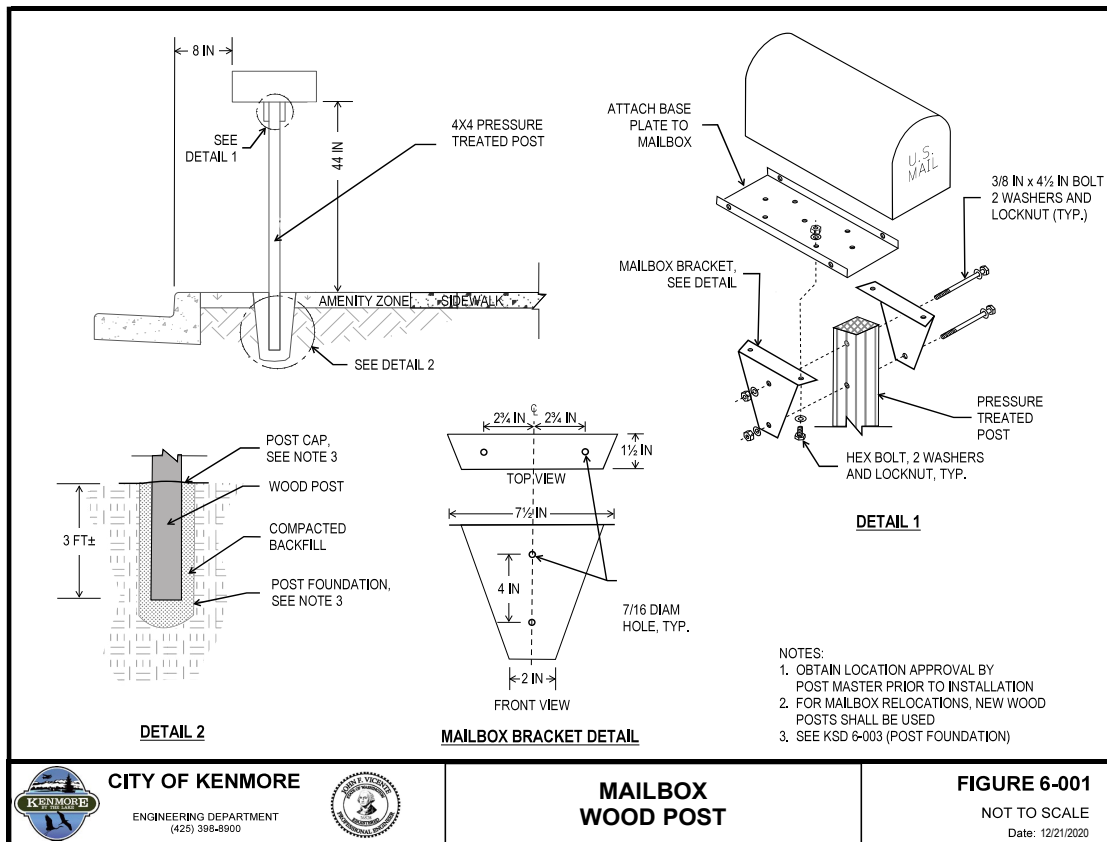
Other Pedestrian Areas

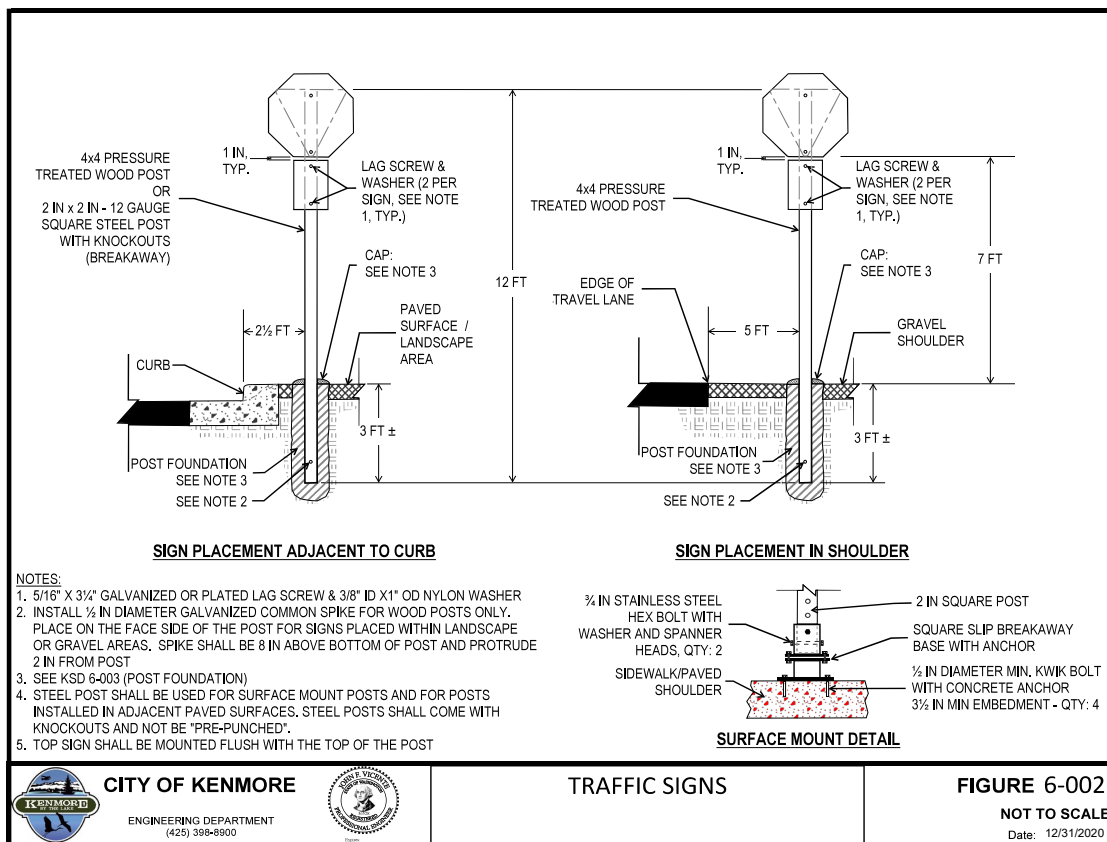
Attachments:

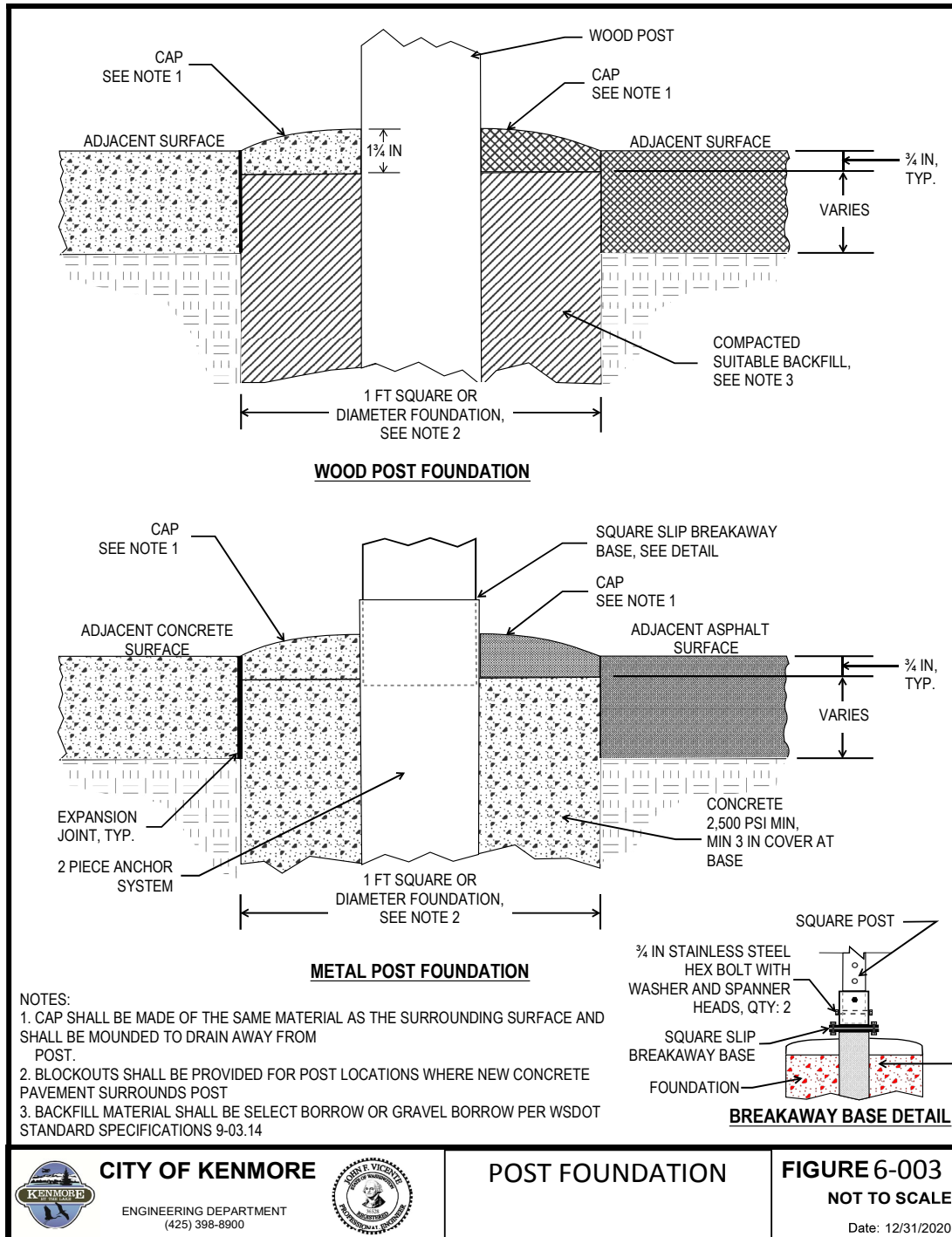
Attachment A: Draft City of Kenmore Standard Figure Markups

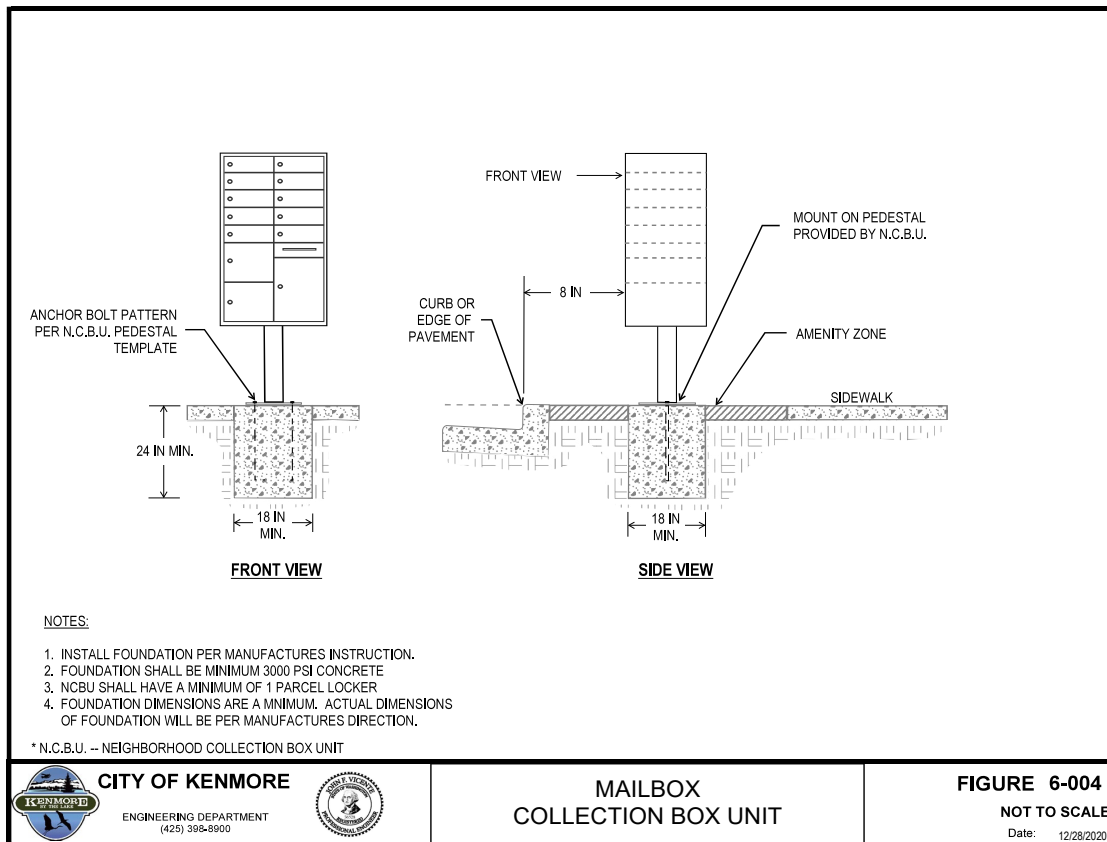


Kenmore Right-of-Way ADA Transition Plan

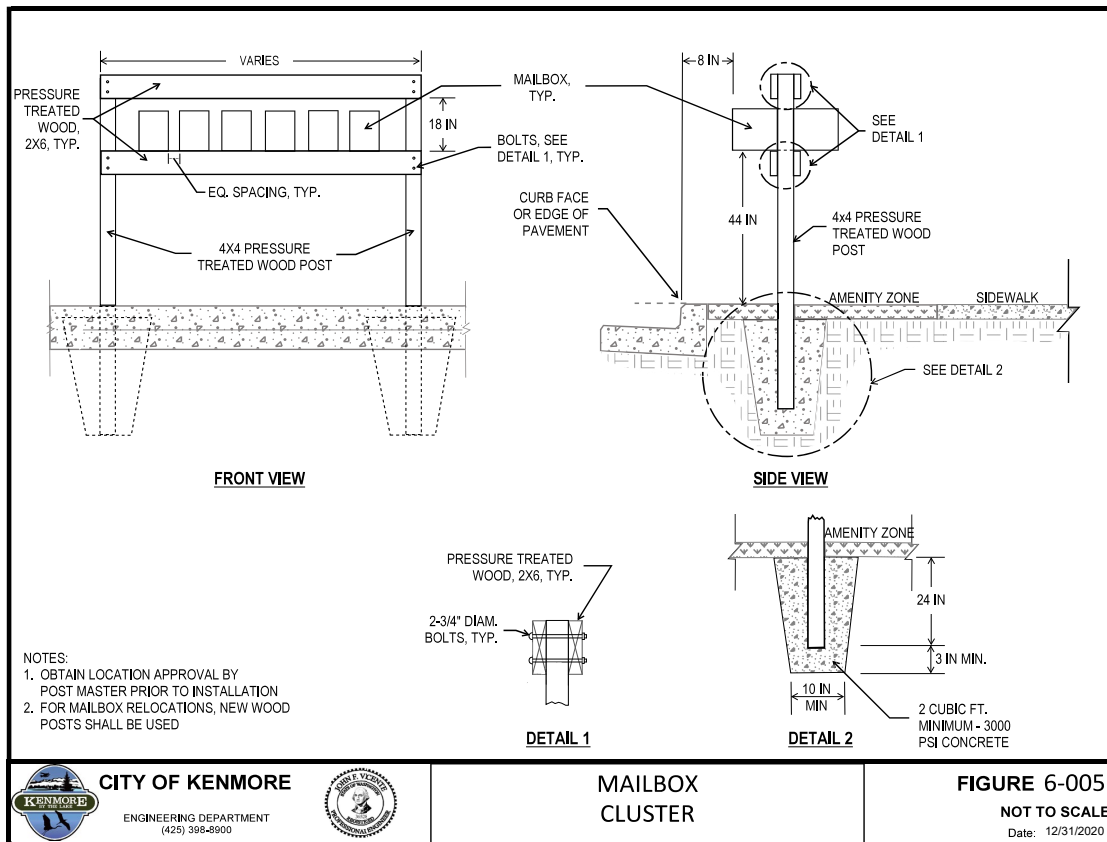


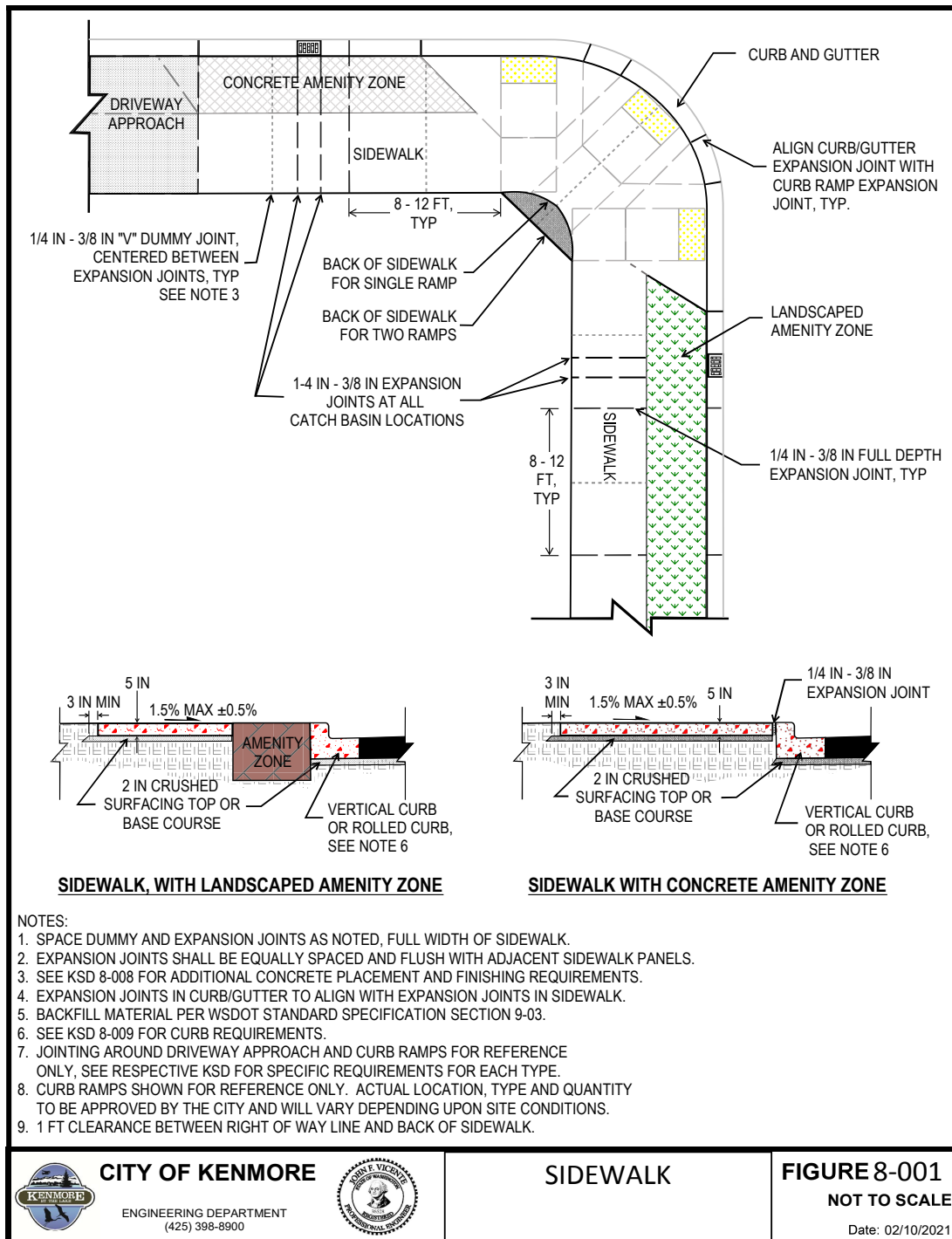




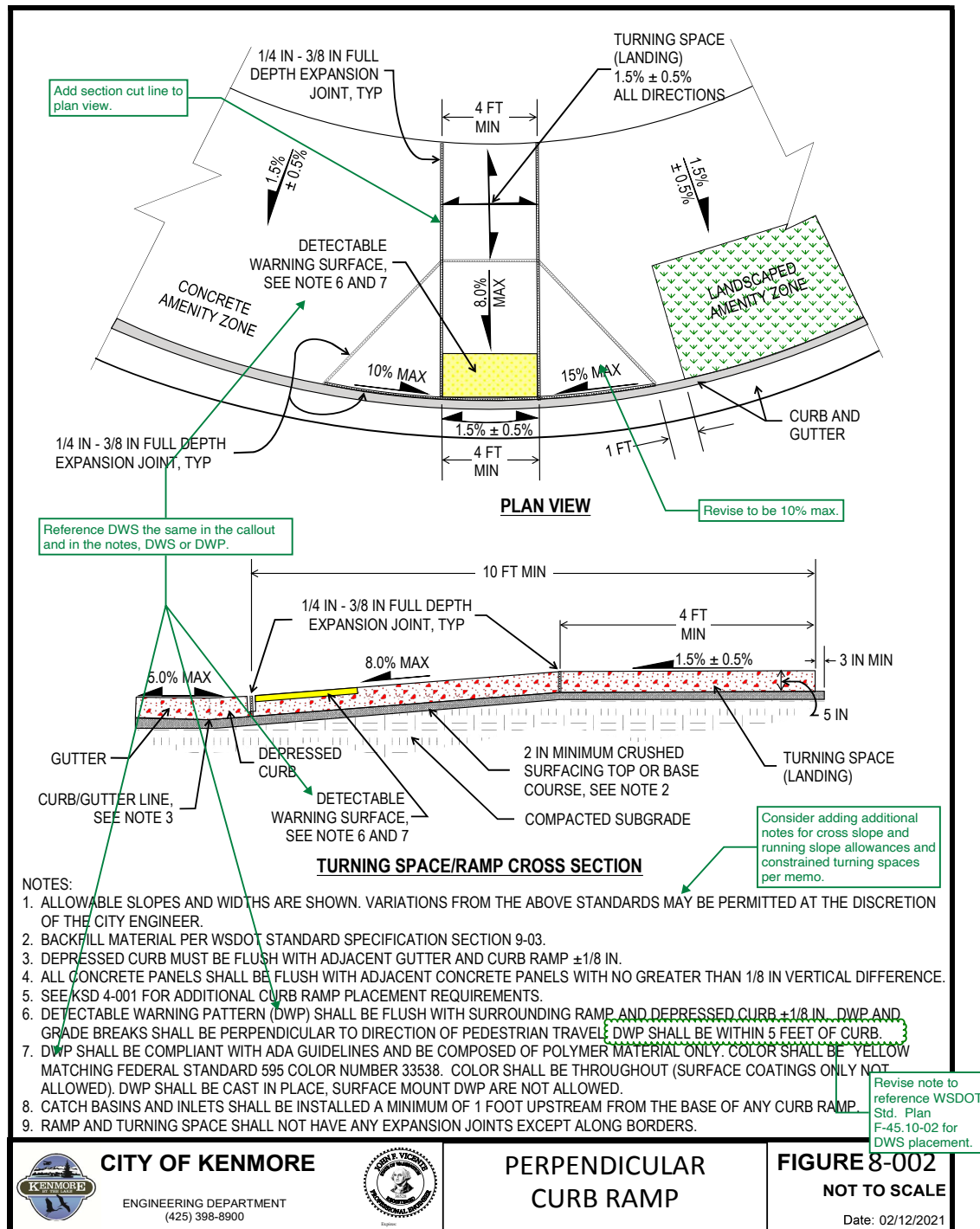


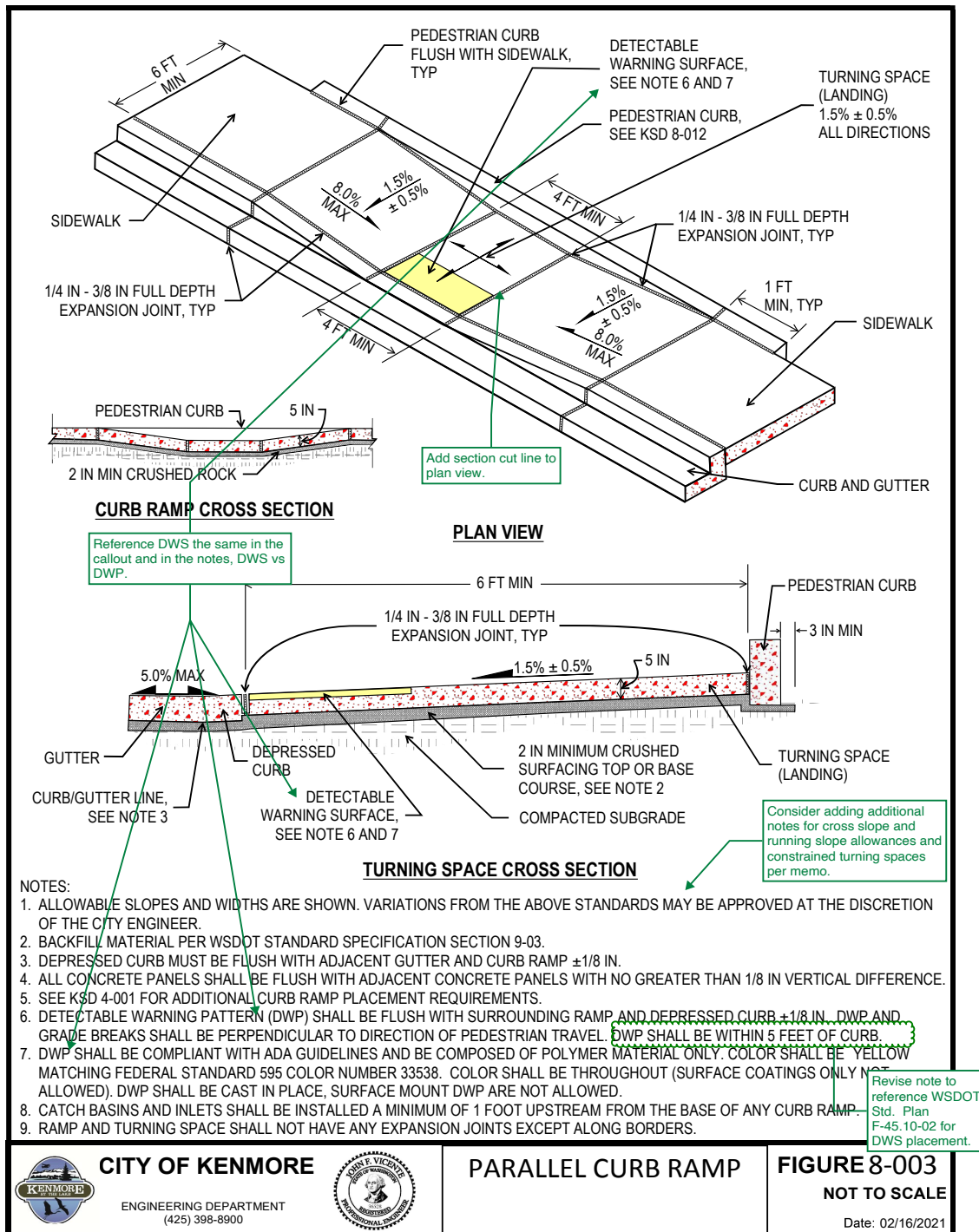
Kenmore Right-of-Way ADA Transition Plan



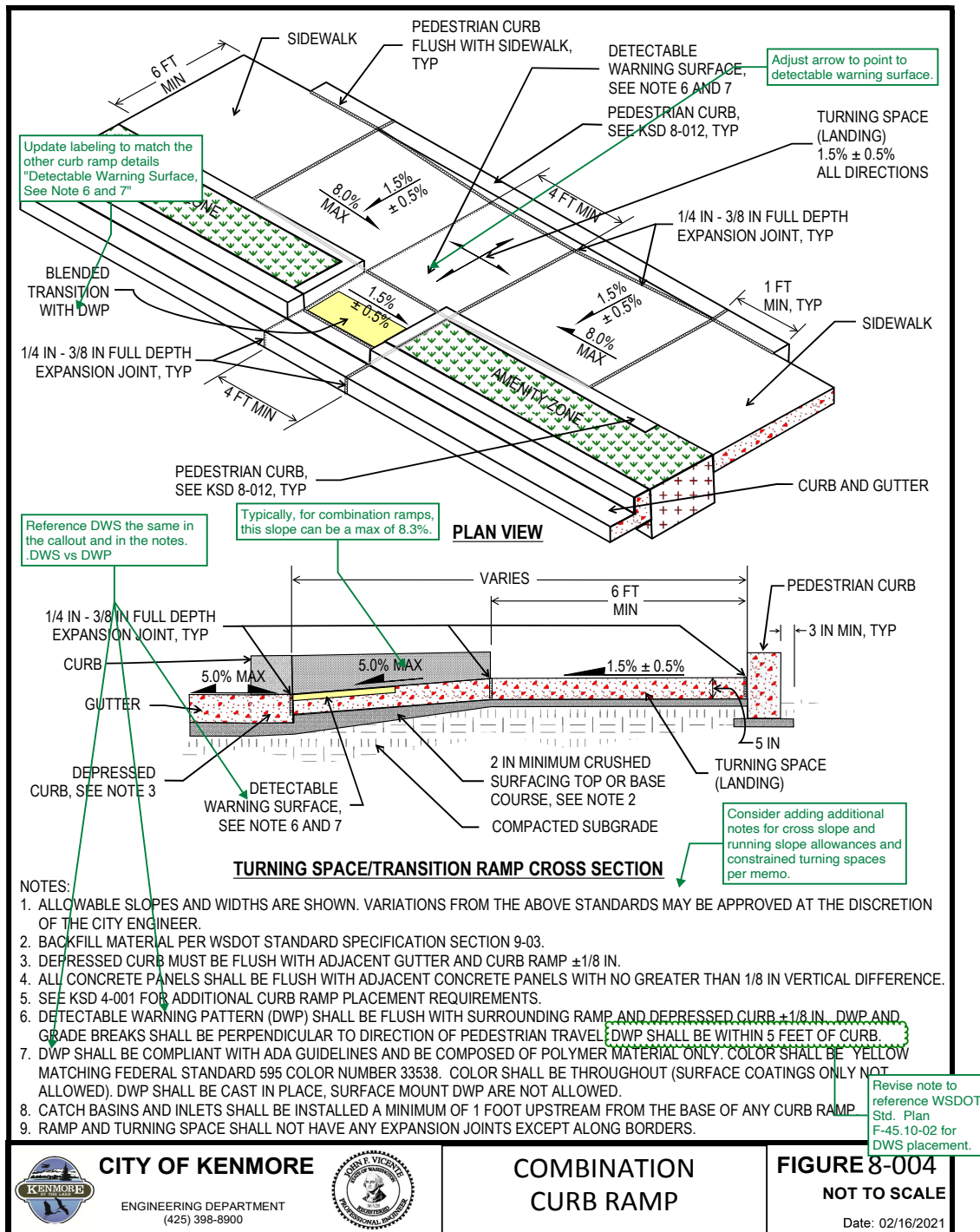


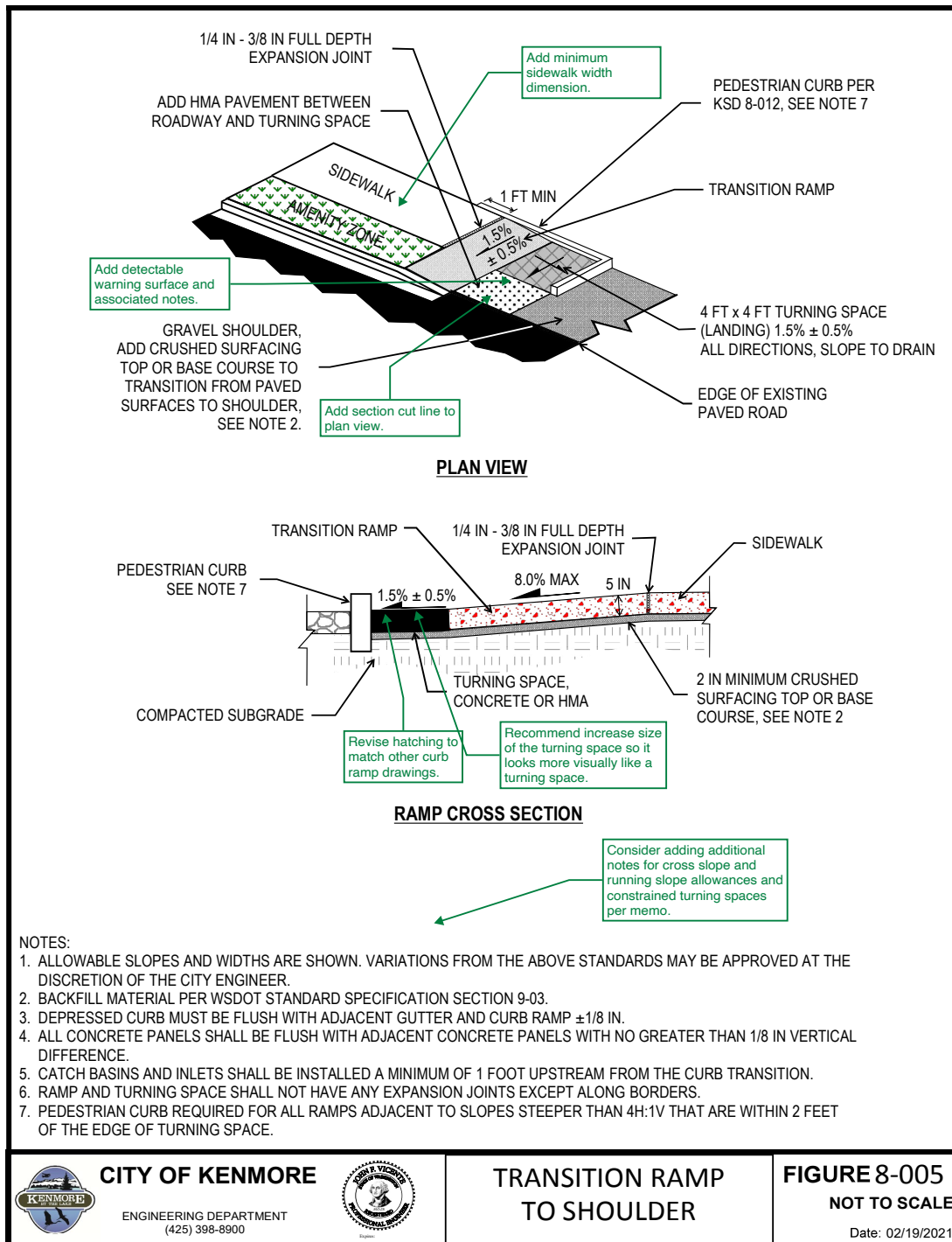
Kenmore Right-of-Way ADA Transition Plan



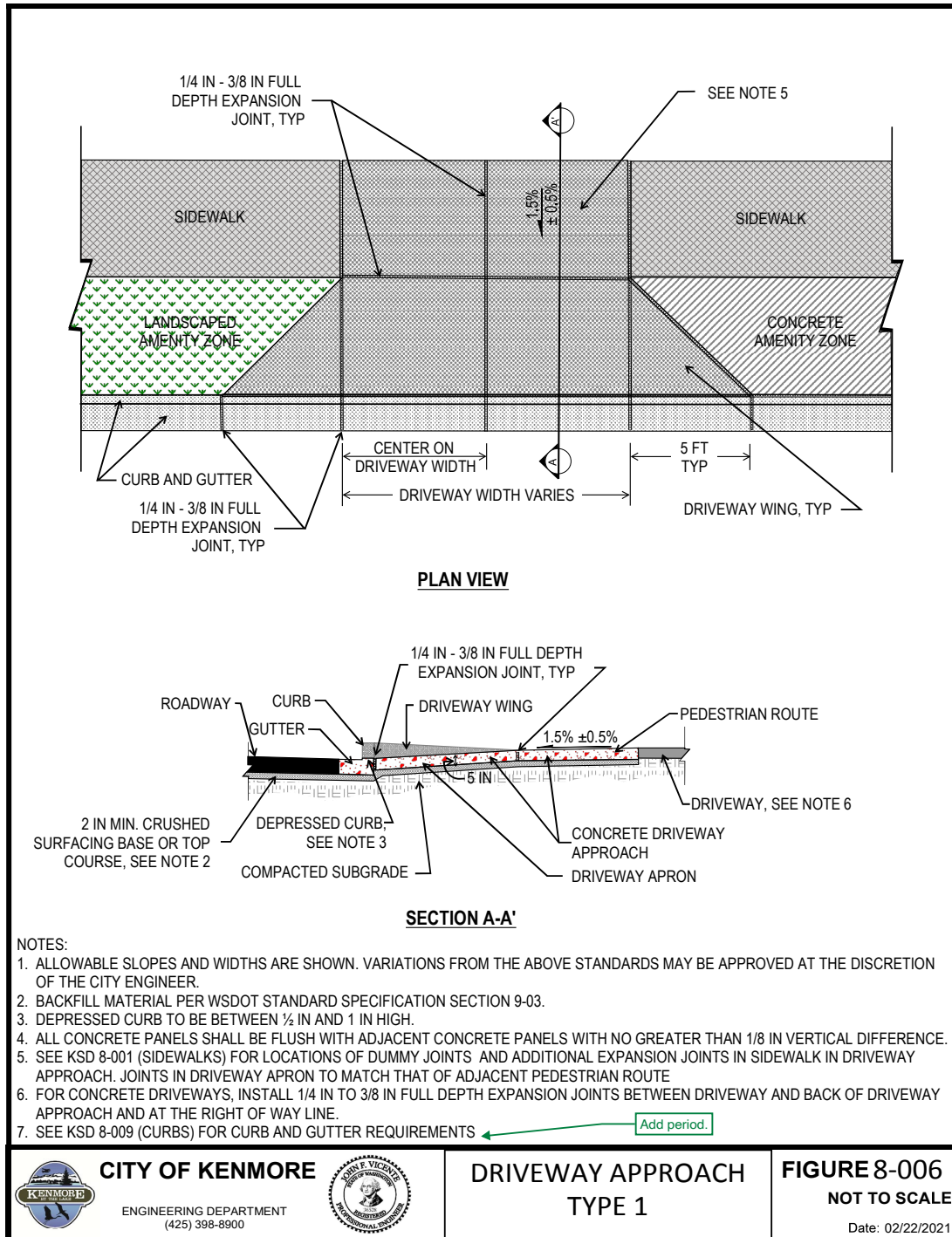


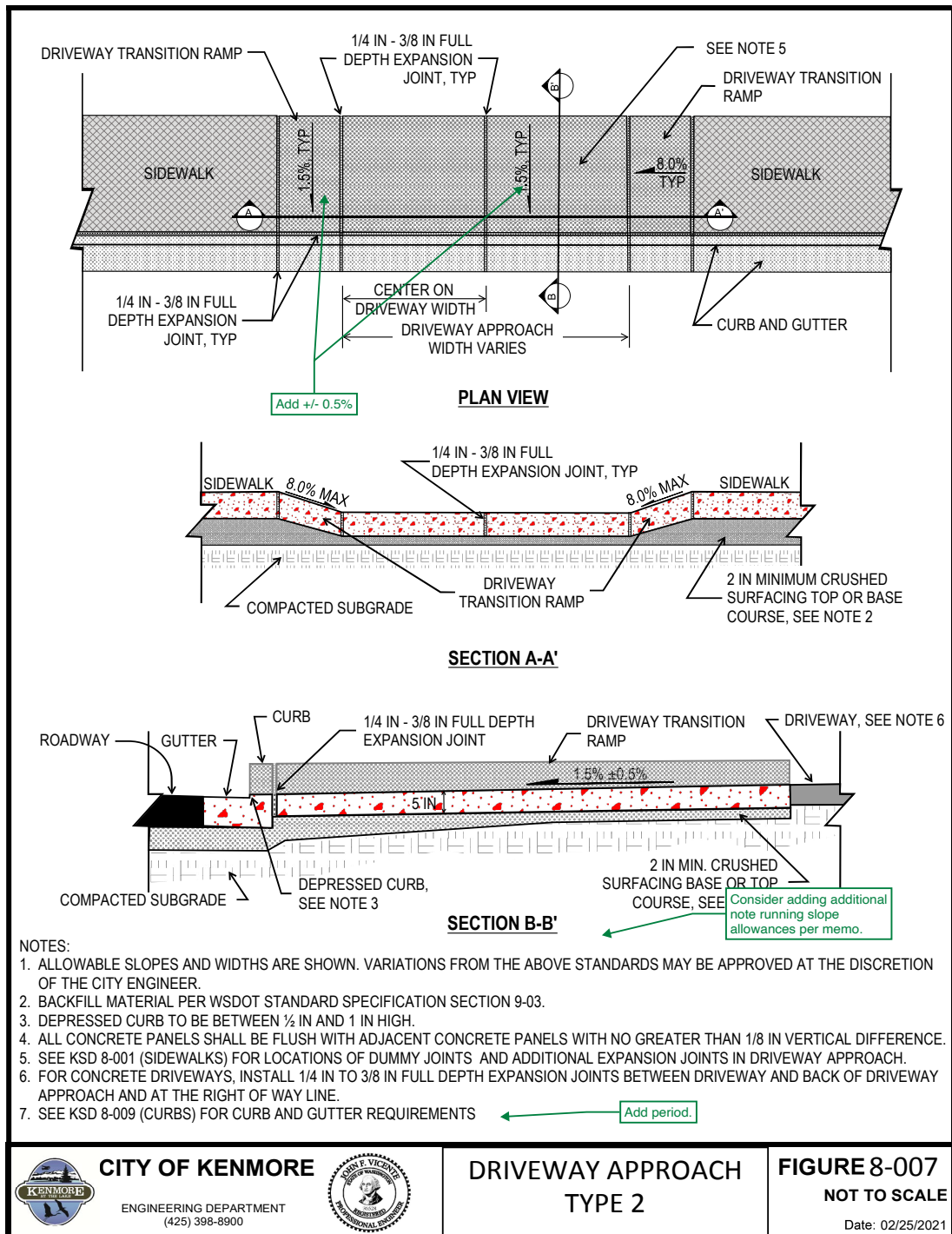
Kenmore Right-of-Way ADA Transition Plan



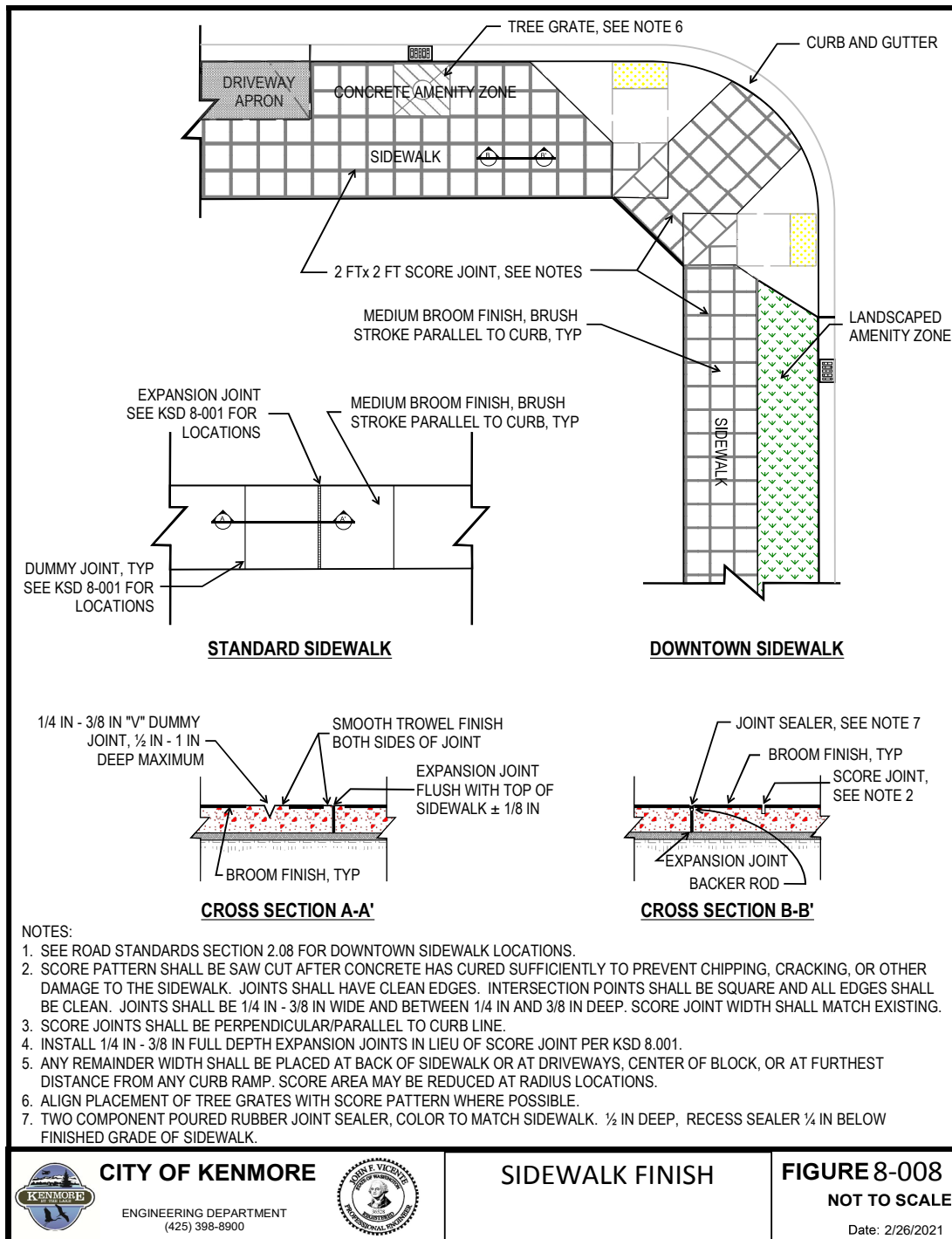


Kenmore Right-of-Way ADA Transition Plan



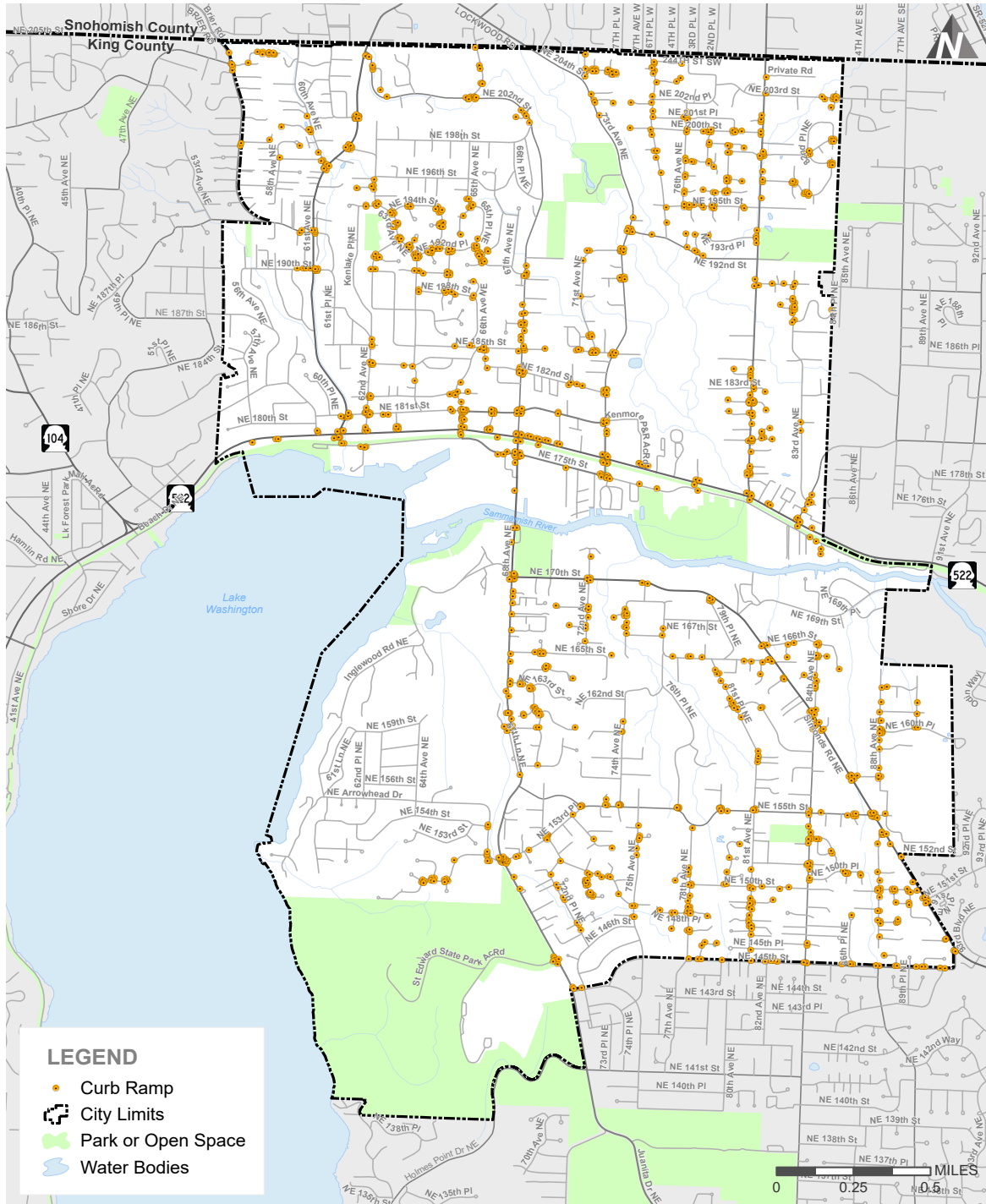


Kenmore Right-of-Way ADA Transition Plan



APPENDIX B: EXISTING DATA INVENTORY

Kenmore Right-of-Way ADA Transition Plan

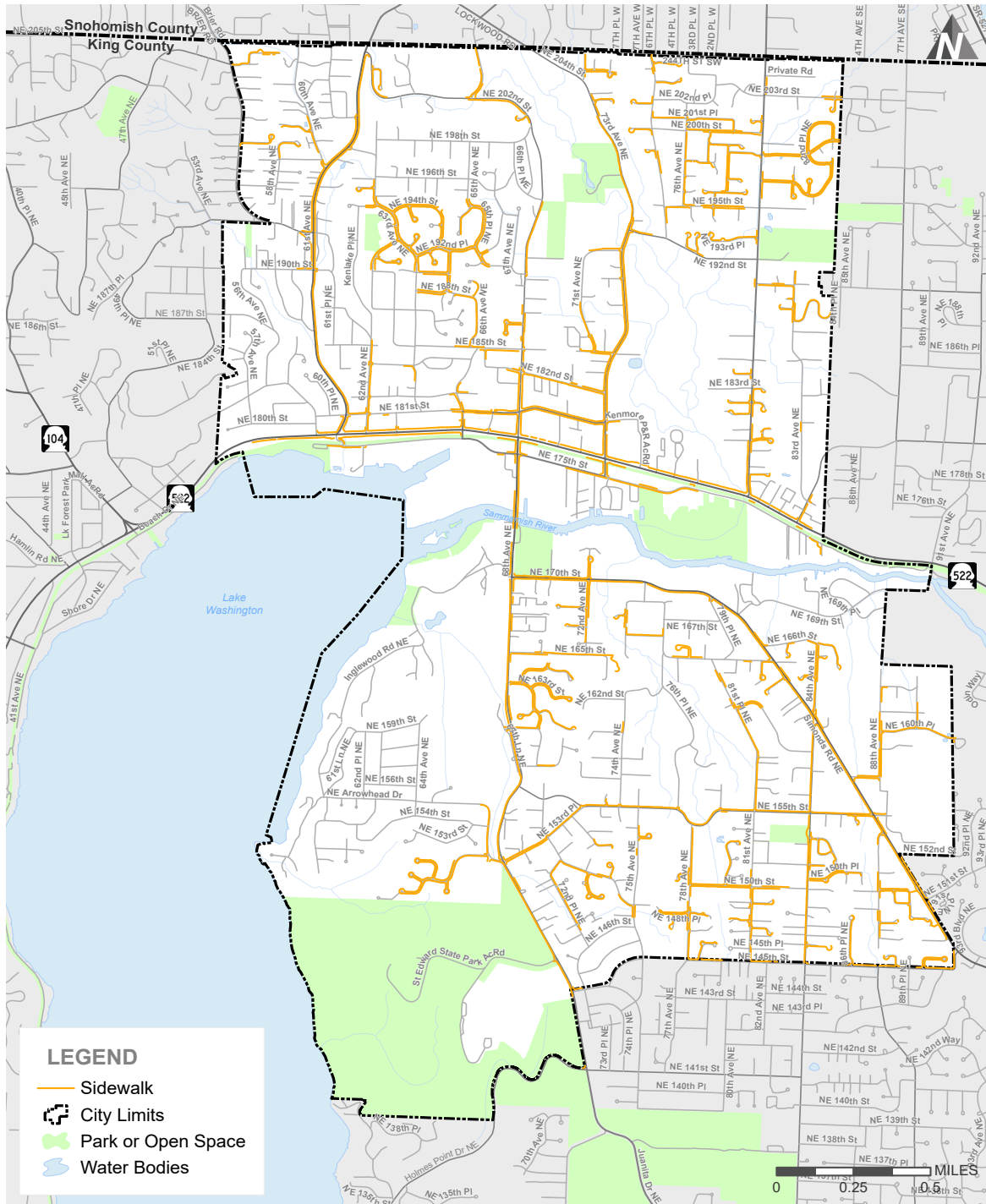


Inventory Curb Ramp
City of Kenmore ADA Transition Plan

transpogroup

FIGURE

I-1



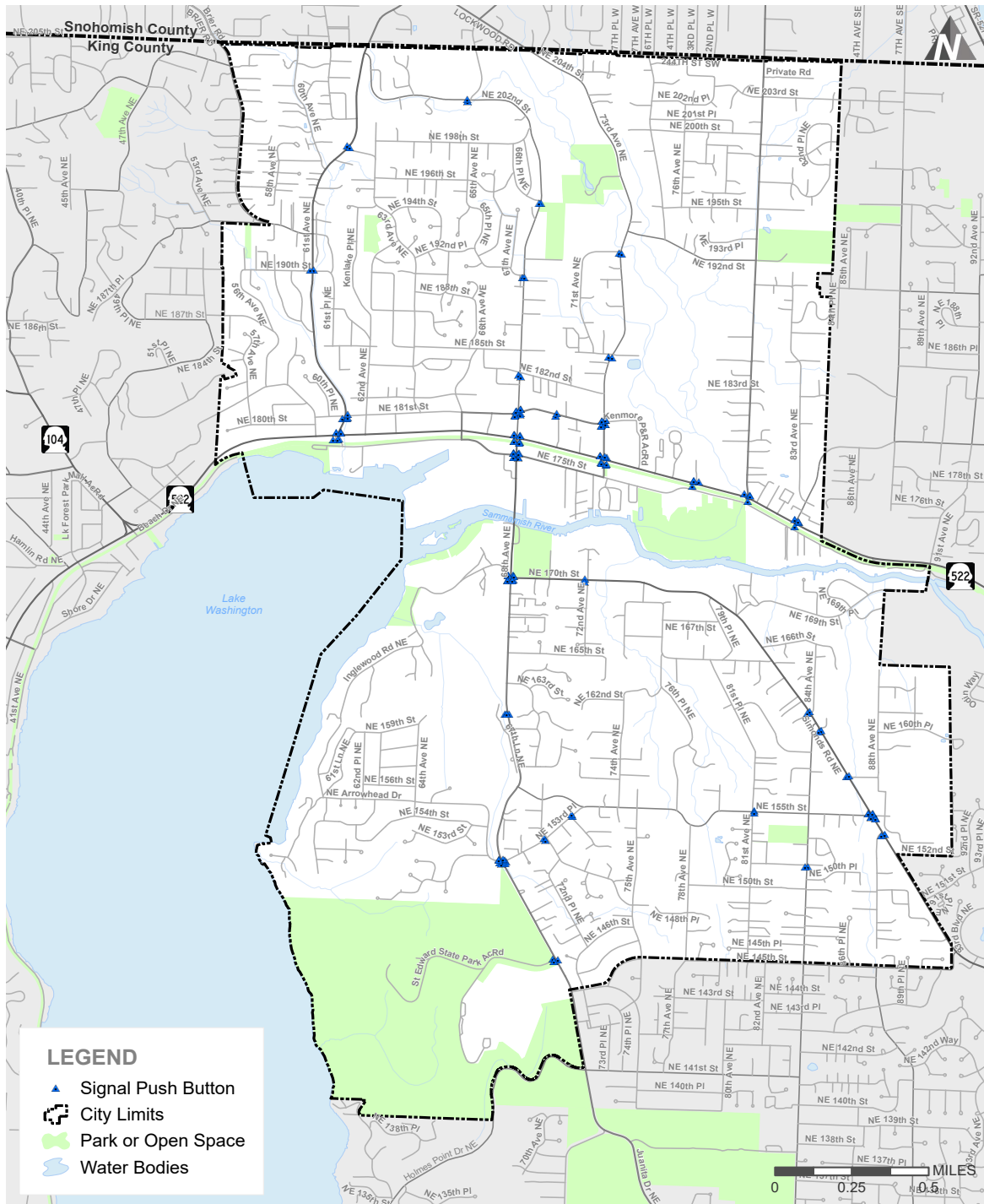
Inventory Sidewalk
City of Kenmore ADA Transition Plan

FIGURE



I-2

Kenmore Right-of-Way ADA Transition Plan



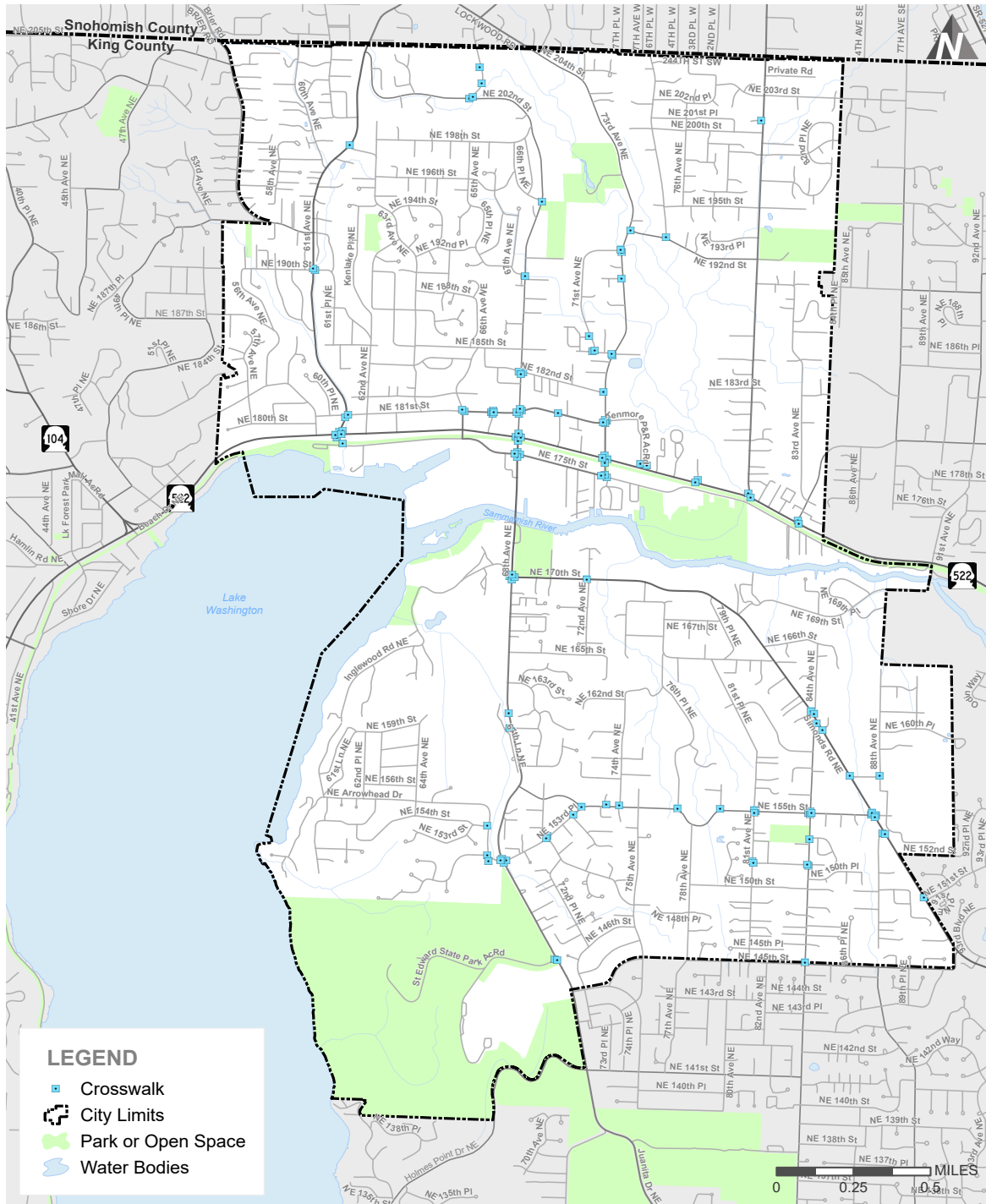
Inventory Signal Push Button

City of Kenmore ADA Transition Plan

FIGURE

I-3

transpogroup



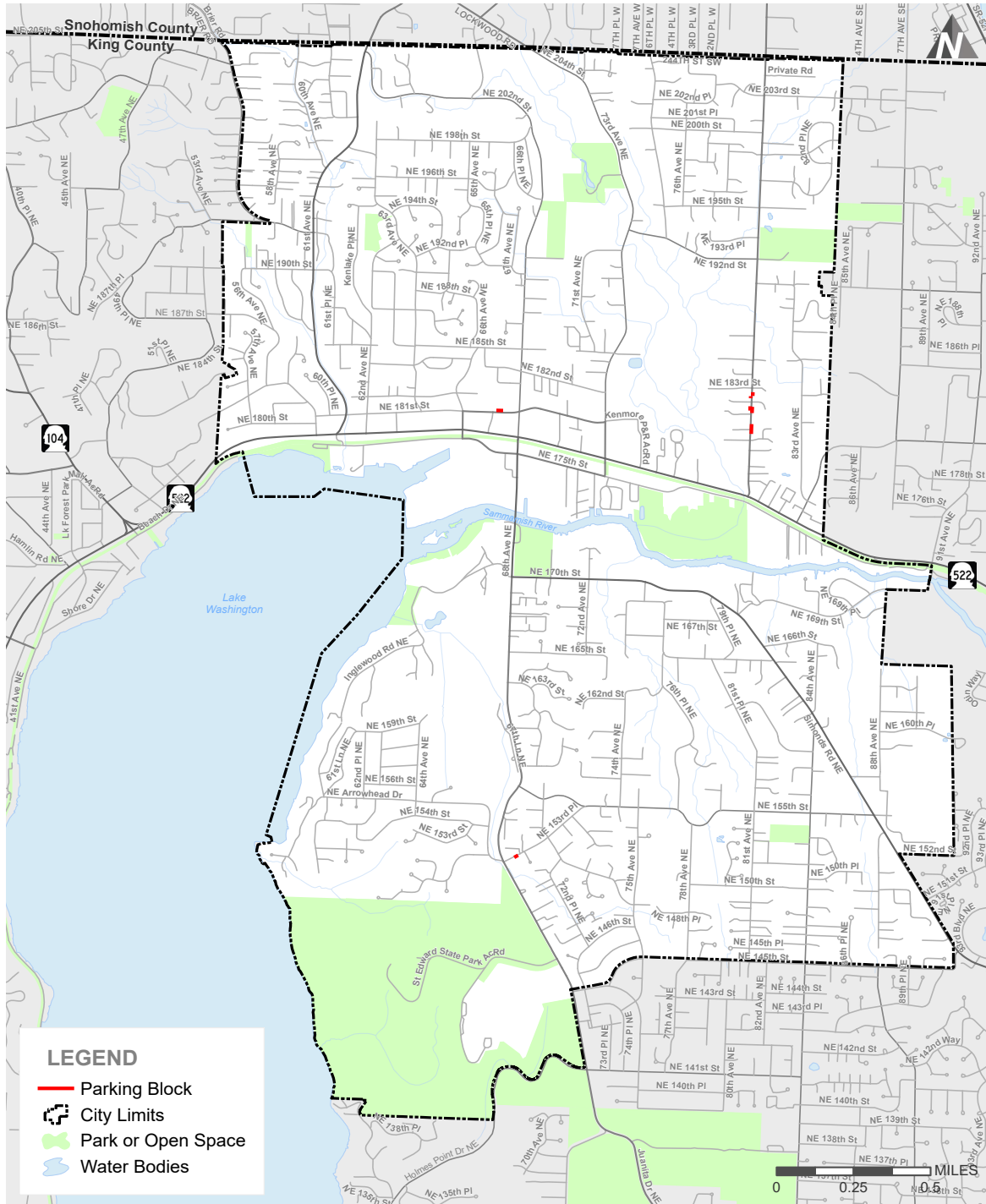
Inventory Crosswalk
City of Kenmore ADA Transition Plan

FIGURE

I-4



Kenmore Right-of-Way ADA Transition Plan

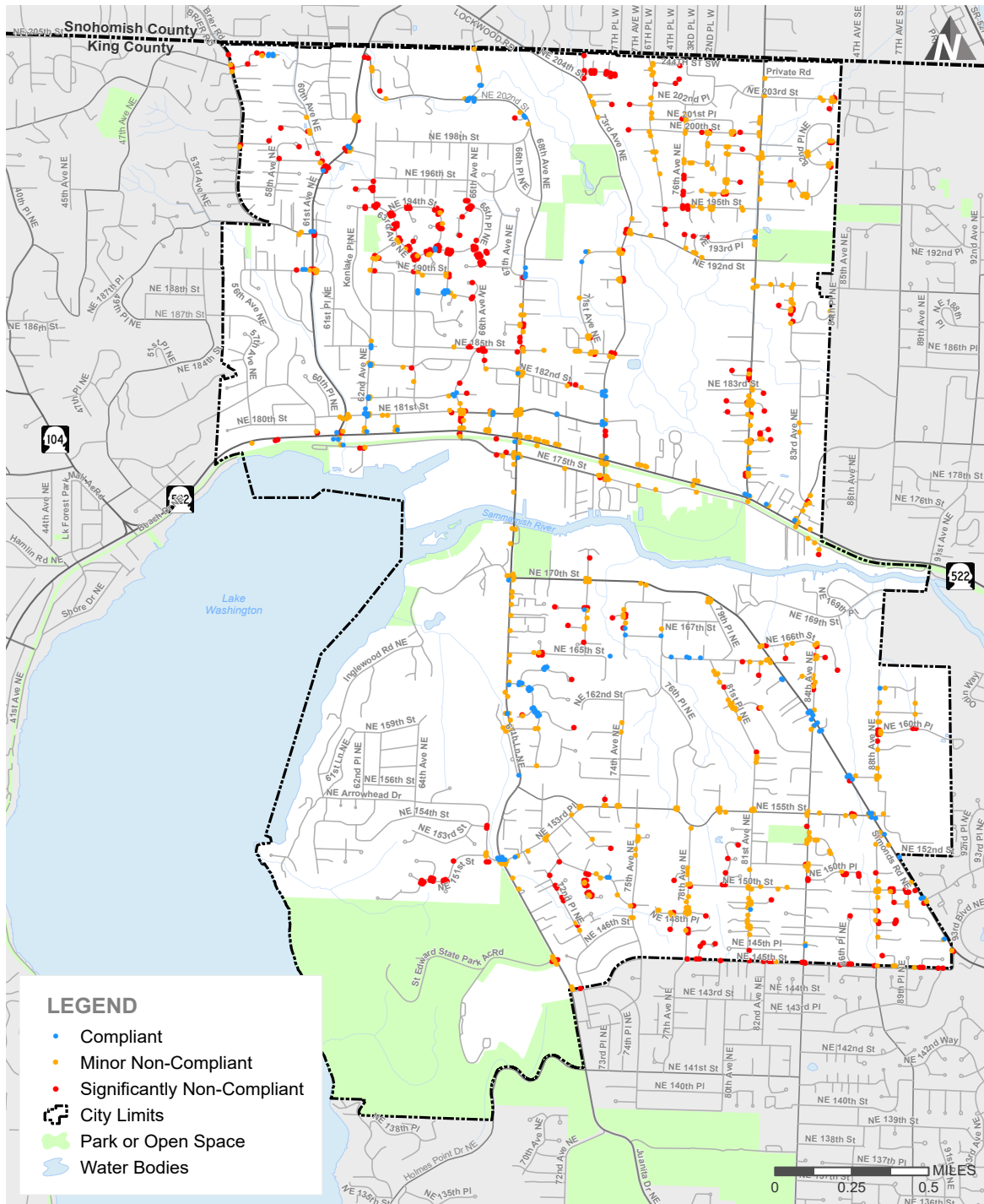


Inventory Parking Block
City of Kenmore ADA Transition Plan

FIGURE



I-5



Non-Compliant Curb Ramp (Previous Version)

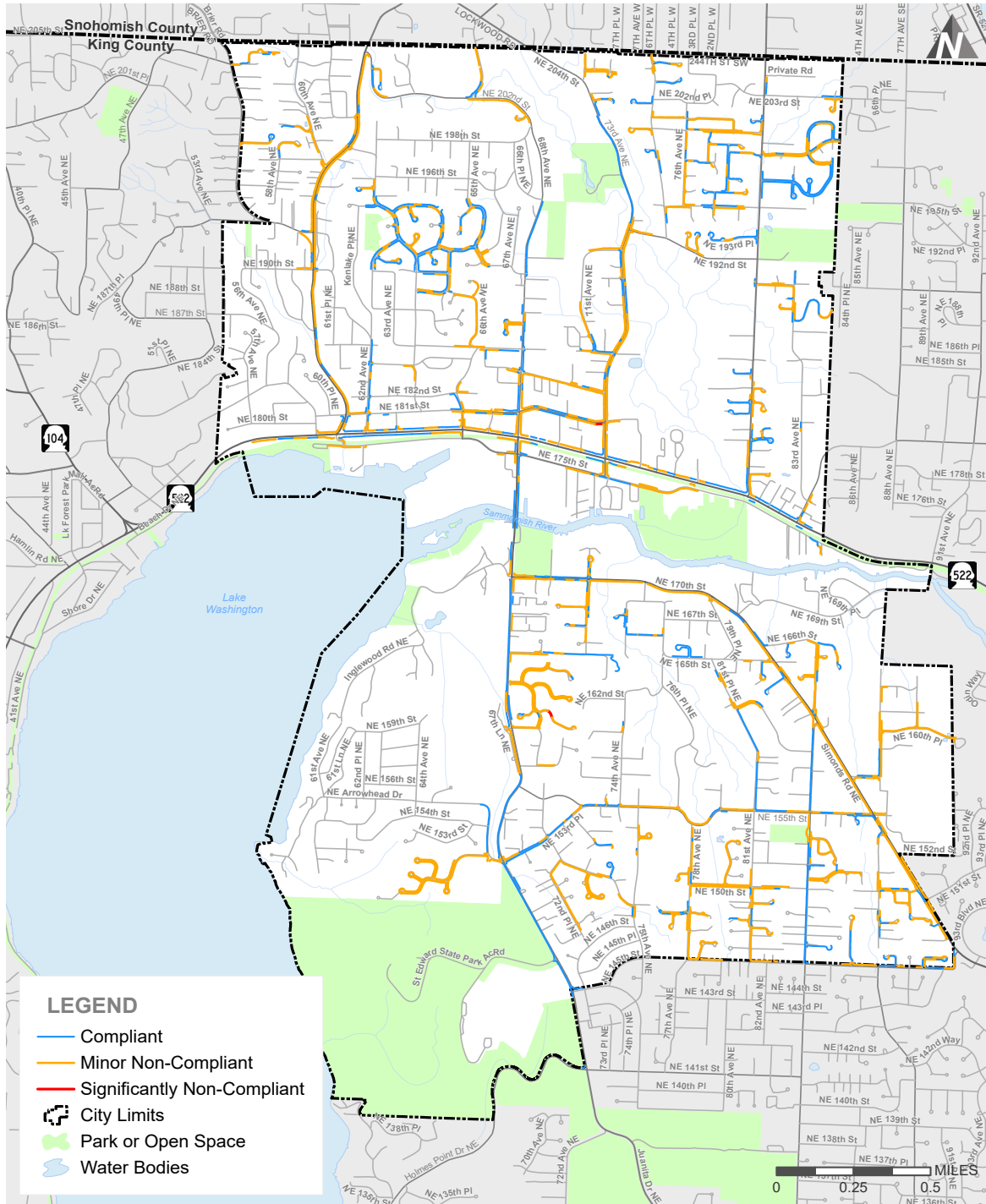
City of Kenmore ADA Transition Plan

transpogroup

FIGURE

A-1

Kenmore Right-of-Way ADA Transition Plan



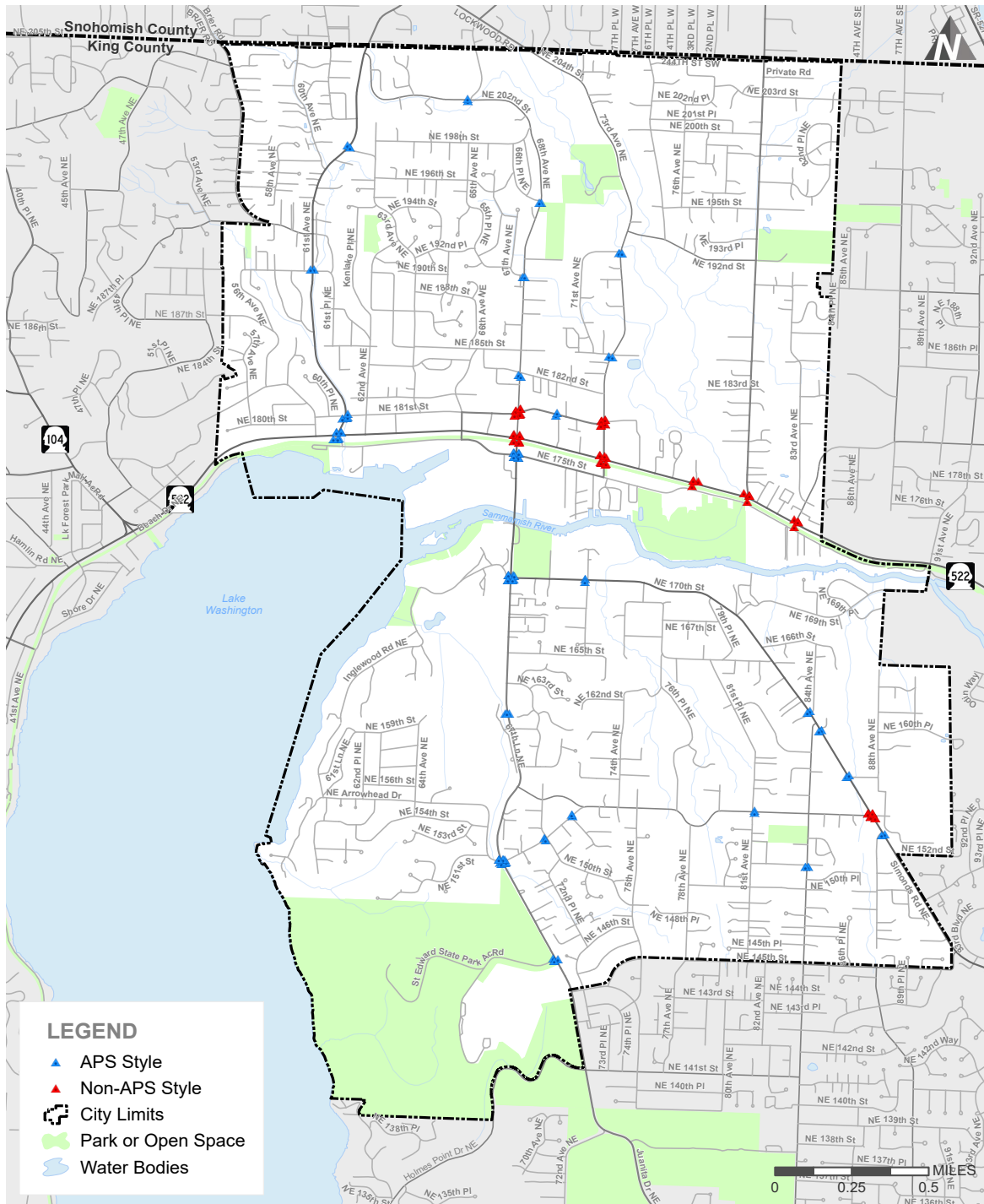
Non-Compliant Sidewalk (Previous Version)

City of Kenmore ADA Transition Plan

transpogroup

FIGURE

A-2



Signal Push Buttons: APS and Non-APS

City of Kenmore ADA Transition Plan

transpogroup **7**

FIGURE

A-3

APPENDIX C: PRIORITIZATION CRITERIA

Kenmore ADA Transition Plan Prioritization Process

Public Right-of-Way

To focus efforts toward facilities that pose the largest barrier within the public right-of-way, an analysis of the accessibility of each pedestrian facility and its proximity to public destinations such as schools, libraries, parks, transit, and city buildings will be completed. The result of this analysis is a prioritized list of projects, with the highest benefit projects identified for removal first.

To complete this assessment, a multi-criteria analysis is conducted to determine which facilities do not meet existing sidewalks and curb ramp standards. Each attribute collected in the field is compared against PROWAG requirements.

If the facility does not meet PROWAG criteria or is located near public destinations, points are assigned, with the number of points dependent on the relative importance or proximity. Sidewalks or curb ramps with poor PROWAG compliance and a number of proximate destinations receive a high score and are prioritized for removal while PROWAG compliant ramps far from public destinations have a score of zero. Missing curb ramps are assigned the greatest number of points.

Accessibility Prioritization (aka Accessibility Index Score)

A number of criteria are used to establish the extent to which each pedestrian facility did or did not present a barrier to accessible mobility. Table shows these criteria, the threshold used to identify them as a barrier, and the score used to indicate the severity of each barrier relative to each other. Pedestrian facilities with a higher Accessibility Index Score (AIS) presented a large accessibility barrier and have a higher score. Facilities with fewer or no barriers have a lower score.

Below is an example of typical weighted values to equal a total possible score of 30.

FACILITY	CRITERIA	THRESHOLD	SCORE	MAX. POSSIBLE SCORE
Sidewalks	Width	<36 inches	4	6
	Width	<= 48 inches or >= 48 - <60 inches w/ out pullouts	2	
	Run Slope	> 5% (and not similar to roadway grade)	5	5
	Cross Slope Issue	> 2%	2	7
	Cross Slope Issue	> 2.4%	2	
	Cross Slope Issue	> 3%	3	
	Vertical Discontinuity Issue	Present	2	2
	Horizontal Discontinuity Issue	Present	2	2
	Fixed Obstacles	Present	2	2

Kenmore Right-of-Way ADA Transition Plan

FACILITY	CRITERIA	THRESHOLD	SCORE	MAX. POSSIBLE SCORE
	Moveable Obstacles	Present	2	2
	Protruding Obstacles	Present	2	2
	Other Obstruction	Present	2	2
	Maximum Sidewalk (AIS) Score			30
Curb Ramp (Max. Score)	Curb Ramp Type	Non-Compliant Type	30	30
	Non-Compliant as Determined by City	City Determined	30	30
Curb Ramps	Ramp Width	< 48 inches	6	6
	Ramp Running Slope	> 8.3% (less than 15-ft) or >5% (Blended)	6	6
	Ramp Cross Slope Issue	> 2% - <=3%	3	6
	Ramp Cross Slope Issue	> 3%	3	
	Turning Space	None or width < full width of ramp or length < 48 inches	2	2
	Turning Space Slope	>2%	4	4
	Flare Slope	>10%	1	1
	Truncated Domes (DWS) Present and Compliant	No	2	2
	Counter Slope	>5%	1	1
	Gutter Slope	>2%	1	1
	Curb Ramp Obstruction	Present	1	1
	Maximum Curb Ramp (AIS) Score			30
Signal Pushbuttons	Curb Distance	Pushbutton less than 10 feet from curb = No	2	2
	Crosswalk Extension Distance	Pushbutton less than 5 feet from the extension of the crosswalk line = No	2	2
	Force Less Than 5lbs	Pushbutton Force less than 5 pounds = No	2	2
	Vibe Feedback	Pushbutton provides vibratory feedback when pushed = No	2	2
	Button Size and Visual Contrast	Pushbutton size meets minimum 2-inch diameter with visual contrast from housing = No	2	2
	Distance of 2 Buttons on Same Corner	Distance between pushbuttons on the same corner less than 10 feet and audible indication of WALK interval in speech = No	2	2
	Reach Depth from Landing	Reach depth from pushbutton to the landing	2	2

FACILITY	CRITERIA	THRESHOLD	SCORE	MAX. POSSIBLE SCORE
		is less than 10 inches = No		
	Mounting Height	Mounting height of pushbutton from landing area is < 42 inches or > 48 inches	2	2
	Tactile Arrow	Tactile Arrow provided = No	2	2
	Directional Arrow	Directional arrow on pushbutton face, housing, or mounting & pushbutton with parallel orientation to crosswalk direction = No	2	2
	Level Clear Space	Level clear space provided at pushbutton (min. 30" x 48") landing area provided with less than a 2% cross slope in any direction = No	2	2
	Both Audible Tone during "Walk" Cycle and Audible Speech during "Walk" Cycle	Audible indication of WALK interval in tone = No and Audible indication of WALK interval in speech = No	2	2
	Locator Tone during "Don't Walk" Cycle	Locator tone operates during DON'T WALK and flashing DON'T WALK intervals = No	2	2
	Braille Street Name	Braille correctly showing street name = No and audible indication of street name at any time = No	2	2
	APS Style Housing	Housing is APS Style = No	2	2
	Maximum Signal Pushbutton (AIS) Score			30
Crosswalks	Width	< 6 feet	6	6
	Run Slope	> 5%	8	8
	Cross Slope	> 5% at Non-Stop/Yield Controlled Intersections or > 2% at any other type except for mid-block crossings	8	8
	Crosswalk Obstruction	Present	8	8
	Maximum Crosswalk (AIS) Score			30

Location Prioritization (aka Location Index Score)

A number of destinations are used to identify high priority pedestrian facilities within the City. This is done by identifying public destinations such as public buildings, transit and parks and identifying pedestrian facilities within close proximity of one or more of these destinations.

Pedestrian facilities within the identified proximity were assigned points based on each destination they were close to, as shown in Table. This measure is called the Location Index Score (LIS), which identifies high pedestrian generating overlapping areas. Ultimately the more pedestrian generating areas an asset is within, the higher number. Community Defined Destinations criteria is added to the Location Index Score (LIS) following comments and results received from open house attendees, City staff, other stakeholders during engagement and public outreach. This assists in factoring in what's important to the citizens and community to help with the overall prioritization.

Below is an example of typical weighted values to equal a total possible score of 45

LOCATION CRITERIA	RATING CRITERIA	POSSIBLE SCORE
Schools		
Proximity to Schools	Within 1/4-mile radius of school	5
Walk-To-School Route Proximity	Within 1/4-mile radius of school	5
Parks	Within 1/8-mile radius of park	5
Transit		
Park and Ride	Within 1/2-mile of park and ride	5
Bus Stops	Within 1/4-mile of transit stop	5
Traffic Signal/Roundabout	Within 1/8-mile of signal or roundabout	5
Public Buildings	Within 1/8-mile of location	5
Downtown / Urban / Commercial Business Centers	Within 1/4-1/8 mile radius of Downtown, Urban and Commercial Business Center Zoning	5
Community Defined Destinations (defined by Stakeholder/Public Engagement*)	Within 1/4-1/8 mile of location	5
TOTAL LOCATION INDEX SCORE (LIS)		45

* Note: Community Defined Destinations to be identified based on public outreach, ADA surveys, etc. on what locations are more important, thus giving extra weight to those community defined destinations. (To be determined)

Barrier Removal Priorities (Combined Composite Index Score)

By combining the Accessibility Index Score and Location Index Score, a Combined Composite Index Score was developed. Together, these measures prioritize barrier removal at locations where pedestrian facilities present a barrier and where pedestrians would be expected.

Facilities with the highest score should be addressed first (46+ points) and represent facilities that present a clear physical barrier and are in high-demand areas. Facilities with lower scores should be address last (0 to 15 points), have minor barriers, and are in locations where pedestrian demand would be expected to be lower. These scores are relative, comparing one facility to the other. The ranges for medium and high priority were defined based on review of the identified barriers and assessment of the relative barrier they present. It should be noted that while some barriers have a lower priority, they still should be removed.

APPENDIX D: COMMUNITY ENGAGEMENT

MEMORANDUM

Date:	April 4, 2022	TG:	1.19347.01
To:	John Vicente – City of Kenmore		
From:	Patrick Lynch, AICP – Transpo Group Francesca Liburdy, PE – Transpo Group		
Subject:	Kenmore ADA Transition Plan Stakeholder Engagement		

The following document summarizes the Kenmore ADA Transition Plan stakeholder engagement process and identifies trends and priorities based on the community's responses.

Public and stakeholder input is an essential element in the transition plan development and self-evaluation processes. ADA implementation regulations require public entities to provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process and development of the transition plan by submitting comments (28 CFR 35.105(b) and 28 CFR 35.150(d)(1)). The City's three primary goals for conducting public outreach activities prior to adopting the plan include the following:

- Inform the public about the City's plan and processes regarding removal of barriers to accessibility within the rights-of-way. Provide information to assist interested parties to understand the issues faced by the City, alternatives considered and planned actions.
- Obtain public comment to identify any errors or gaps in the proposed accessibility transition plan for the public rights-of-way, specifically on prioritization and grievance processes.
- Meet Title II requirements for public comment opportunity.

Engagement Survey

The engagement survey was promoted by the City of Kenmore between late March 2021 and late August 2021 to request responses via the City's virtual open house website and social media channels, including four Facebook posts on the City's page in June and July 2021. In addition, the City promoted the engagement survey through postcards and flyers to local residents. The City also conducted interviews with members of the visually impaired community as well as a Certified Orientation and Mobility Specialist in May 2021 and August 2021.

An online survey was made available to residents through the City of Kenmore's website, <https://www.kenmoreada.com/survey>. The online open house provides context on the City's ADA Transition Plan process and allows viewers to respond to the feedback survey. The feedback survey asked respondents to provide input on their disability status, travel modes, barriers to travel that they experience, and priorities for improving ADA facilities. The survey contained several sections that asked the responder to comment on the following subtexts:

1. Whether they have a disability or support someone with one;
2. Which type of accessibility barriers they currently experience;
3. How they rate the accessibility conditions of existing right-of-way facilities; and,
4. What facility types they believe should be prioritized when removing accessibility barriers.

A full account of the survey findings can be found in Attachment A. In addition to the online survey, an interactive map was available for respondents to identify areas of concern.

The online survey received 128 respondents. Out of the 128 responses, 94 percent were residents of Kenmore. Other respondents either worked or frequented Kenmore for recreation, medical appointments, or shopping. Of all respondents, 21 percent (27 respondents) indicated they have a disability that impacts the way they travel and 12 percent (15 respondents) reported supporting someone with a disability. Three

of these respondents reported that they both have a disability and support someone with a disability. A summary of respondents' disability status is shown on Figure 1.

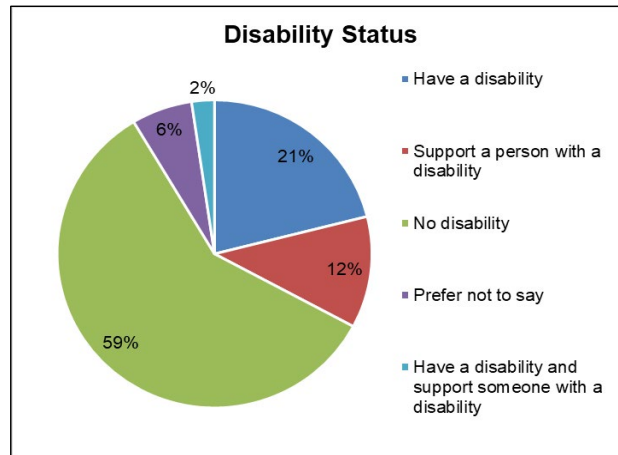


Figure 1 Disability Status

The survey asked respondents to evaluate their use of frequent travel modes through the city, including driving, transit or paratransit shuttle, wheelchair, bike, or walk. Respondents were able to indicate if they use multiple travel modes.

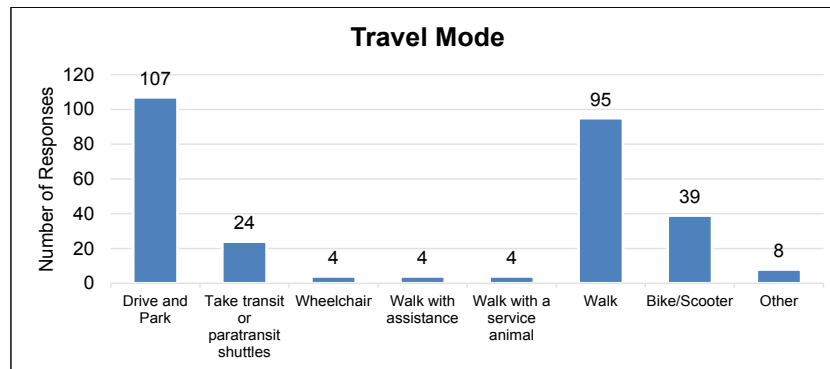


Figure 2 Travel Mode

As shown in Figure 2, 107 of the 128 total respondents (84 percent) drive, 95 respondents (74 percent) walk, and 39 respondents (30 percent) bike/scooter, while 24 respondents (19 percent) indicated use of transit or paratransit shuttles. Four respondents use a wheelchair, walk with assistance, or walk with a service animal.



Survey respondents were asked to identify barriers in the public right-of-way that limit participation and access to services in the City of Kenmore. As shown on Figure 3, several barriers received significant response from the survey, with lack of sidewalk, sidewalk barriers, and pedestrian crosswalk issues being selected 33, 20, and 11 times, respectively. 13 respondents identified barriers in the Other category, with responses that ranged from lack of ADA parking enforcement, lack of gender-neutral bathrooms, lack of low-light sensory rooms in public spaces, and steep slopes or stairs that pose mobility challenges. In addition, lack of ADA parking, curb ramp barriers, and access to push-buttons were identified as challenges.

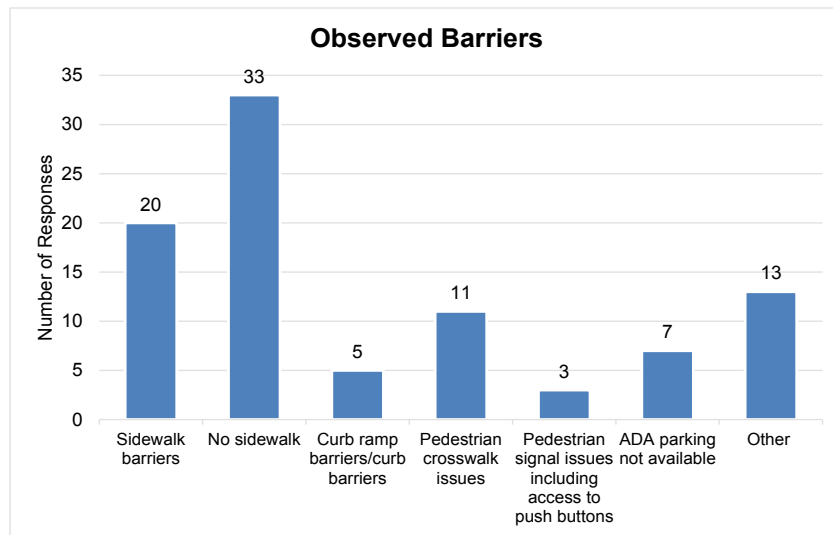


Figure 3 Observed Barriers in Public Right-of-Way

Improvement Priorities

The survey respondents both identified and ranked their accessibility priorities within the City's public right-of-way. Respondents ranked areas within City right-of-way as first and second priority. Ranking an item as a first priority improvement was given a greater weight than second priority to emphasize the improvement's importance. A first priority ranking scored 3 points in the weighted scoring system, while a second priority ranking scored one point. The first and second priority survey responses are shown in Figure 4.



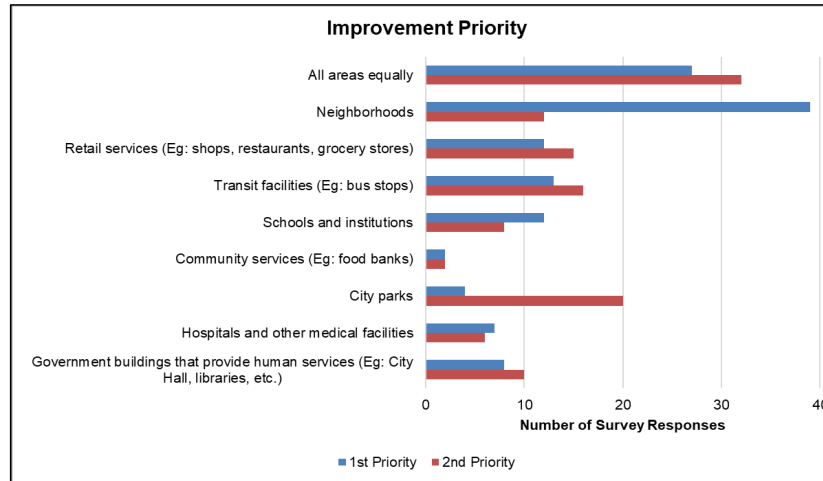


Figure 4 Unweighted First and Second Improvement Priority Ranking

When considering weighted scores, the top three priorities among survey respondents were neighborhoods, all areas equally, and transit facilities. A summary of the weighted ranked priority locations is included in Figure 5. These weighted ranked priorities were utilized in the prioritization of barrier removal in the City's transition plan.

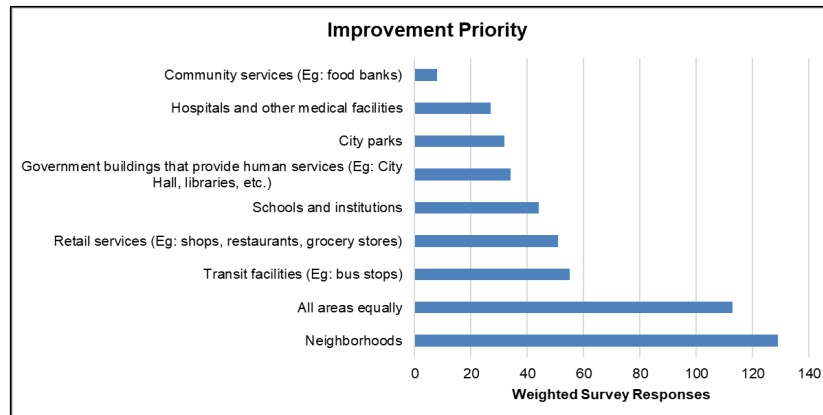


Figure 5 Weighted Improvement Priority Ranking

In addition, when examining the priorities of respondents whose disability status includes having a disability that impacts travel, the highest weighted priorities include all areas equally, neighborhoods, and city parks.



Respondents were also given the opportunity to identify locations where they have experienced mobility or accessibility challenges in the City of Kenmore. Locations were identified via written survey responses. Key locations identified via written survey results and the online mapping tool are summarized in Table 1. Lack of sidewalk or uneven sidewalks were identified as the most common barriers among the locations identified in Table 1. Many acknowledgements were given to the lack of sidewalk or uneven sidewalk along Simonds Road NE, Juanita Drive, 61st Avenue NE, and 68th Avenue NE.

City Locations and/or Landmarks	City Roadways or Roadway Segments
Stoup Brewing on NE 181st Street	Simonds Road NE
Zeek's Pizza on NE 181st Street	Juanita Drive
Lake Washington Physical Therapy on NE 181st Street	61st Avenue NE
Town Market	68th Avenue NE
Log Boom Park	NE 155th Street
Wallace Swamp Creek Park	NE 185th Street
Moorlands Park neighborhoods	64th Ave NE
Kenmore Park & Ride	63rd Ave NE
Citywide neighborhoods	73rd Ave NE
	NE 192nd St
	80th Ave NE
	NE 150th Street
	71st Avenue NE
	83rd Ave NE
	NE 181st St
	NE 169th St
	55th Ave NE
	81st Ave NE
	84th Ave NE
	78th Ave NE
	75th Avenue NE

In addition to the online survey, locations with mobility and accessibility barriers were identified by respondents via an online mapping and reporting tool. An example of the reporting tool is shown in Figure 6. See Attachment B for further detail on responses using the online mapping and reporting tool.



Kenmore ADA Concerns/Preocupaciones/肯莫尔市《美国残疾...》

We'd like to know where you are experiencing barriers to travel on our City's sidewalks and pedestrian paths. Do you have a specific location that makes travel difficult for you or prevents you from accessing programs or activities? Please take a moment and tell us more about that location.

Nos gustaría saber dónde está experimentando barreras para viajar en las aceras y caminos peatonales de nuestra ciudad. ¿Hay una lugar específica que eras difícil para ti viajar o le impide acceder a programas o actividades? Por favor describir los lugares.

我们想知道您在本市的人行道和行人路线上哪些地方遇到过出行障碍。是否有特定的地方导致您难以出行或者参加一些项目和活动？请告诉我们关于这些地点更详细的信息

Enter a Location/Ingrese una ubicación/输入一个地点*

Enter the address of the location where you have an ADA accessibility issue. To mark multiple areas, please submit one form per location.

Ingrese la dirección de la ubicación donde tiene un problema de accesibilidad ADA. Para marcar varias áreas, envíe un formulario por ubicación.

输入您遇到出行障碍问题的具体地址。如要标记多个地址，请为每个地点提交一份报告表单。

Find address or place

Edmonds Mountlake Terrace Shoreline Bothell Duvall

Figure 6 Online Reporting Tool

As shown in Figure 6, respondents could indicate specific locations with accessibility barriers or concerns and provide a description or photo of the barrier. Barriers identified via the mapping tool are consistent with the survey responses, including inaccessible sidewalks, missing sidewalks, missing curb cuts, and lack of resting places along inclined walking areas. Specific locations identified via the mapping tool are summarized in Table 1.

Meeting ADA Standards

Per 28 CFR 35.150(d)(1), public involvement is required as follows: A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection.

The City has engaged with the public for feedback on developing the ADA transition plan in a manner that meets Title VI of the Civil Rights act. Title VI of the Civil Rights Act of 1964 is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. This includes matters related to language access or limited English proficient (LEP) persons.

Additional Outreach

A draft version of the ADA transition plan will be made available for public comment. Notice will be sent out via a mailer to all address in the City, City e-news, and the City newsletter that will inform people how to view the plan and provide any comments.



Attachment A: Survey Response Data



Kenmore ADA Survey Response Data Summary

1. Why do you travel in Kenmore?

Answer	Count
I live in Kenmore	120
I work in Kenmore	20
Attend school/college	5
Recreation/recreational activities	49
Medical appointments	26
Shopping	54
Other community or social services	15
Other value (Exercise, visit family)	2
	128

2. Please tell us about yourself (select all that apply)

Answer	Count
I have disabilities that impact how I travel (please describe in Question #3)	27
I support a person with disabilities (please describe in Question #3)	15
I have no disability	75
I prefer not to say	8
Have a disability and support someone with a disability	3
<i>Subtotal</i>	128

3. Please describe your disability/disabilities or those of the person you support (select all that apply)

Answer	Count
Physical, mental, or emotional condition that limits learning, memory, or concentration	17
Blindness or serious difficulty seeing when wearing glasses	5
Condition that substantially limits one or more physical activities such as walking, climbing stairs, reaching, lifting, or carrying	27
Deafness or hearing difficulty	4
Use mobility device(s)	14
Use a wheelchair	7
Use assistive software technology such as a screen-reader	5
Use hearing aids or hearing assistive devices	6
Use a service animal	5
Other	3

4. What resources do you use to find information on ADA issues? (select all that apply)

Answer	Count
Washington State Department of Social and Health Services (DSHS)	24
Washington State Department of Services for the Blind (DSB)	3
City of Kenmore	18
Transit Service	12
Department of Veterans Affairs	2
Other	5

5. Please Provide your five-digit sip code.

Answer	Count
33053	1
97984	1
98020	1
98023	2
98027	1
98028	103
98034	1
98037	1
98104	1
98117	2
98155	1
98208	1
98296	1

6. How often do you travel in the City of Kenmore? (pre-pandemic)

Answer	Count
Less than weekly	6
1-2 days per week	7
3-4 days per week	13
5-7 days per week	102

7. How do you travel within the City of Kenmore?

Answer	Count
Drive and Park	107
Take transit or paratransit shuttles	24
Wheelchair	4
Walk with assistance	4
Walk with a service animal	4
Walk	95
Bike/Scooter	39
Other	8
<i>Subtotal</i>	<i>128</i>

8. If you use transit, how often do you use it in a typical week?

Answer	Count
Less than weekly	65
1 day per week	6
2-4 days per week	10
5 or more days per week	7

9. If you walk, how far are you willing/able to walk to your destination?

Answer	Count
Less than 1/2 mile	22
1/2 mile	12
1 mile	41
2 miles	22
More than 2 miles	18

10. Are you now or were you ever unable to participate in an event or obtain services in the City of Kenmore?

Answer	Count
No	96
Yes	24

11. Which of the following barriers in the public right-of-way are reasons you could not participate?

Answer	Count
Sidewalk barriers	20
No sidewalk	33
Curb ramp barriers/curb barriers	5
Pedestrian crosswalk issues	11
Pedestrian signal issues including access to push buttons	3
ADA parking not available	7
Other	13

12. What areas would be your first priority in improving pedestrian facilities?

Answer	Count
Government buildings that provide human services (Eg: City Hall, libraries, etc.)	8
Hospitals and other medical facilities	7
City parks	4
Community services (Eg: food banks)	2
Schools and institutions	12
Transit facilities (Eg: bus stops)	13
Retail services (Eg: shops, restaurants, grocery stores)	12
Neighborhoods	39
All areas equally	27

13. What areas would be your second priority in improving pedestrian facilities?

Answer	Count
Government buildings that provide human services (Eg: City Hall, libraries, etc.)	10
Hospitals and other medical facilities	6
City parks	20
Community services (Eg: food banks)	2
Schools and institutions	8
Transit facilities (Eg: bus stops)	16
Retail services (Eg: shops, restaurants, grocery stores)	15
Neighborhoods	12
All areas equally	32

14. Please list up to three locations where you have experienced (or noticed) mobility challenges, accessibility challenges, trip hazards, etc. in the City of Kenmore. For these open-ended questions, please provide the location/s where you have experienced challenges with pedestrian facilities as well as a description of the problem/s you encountered.

For example:

Location: sidewalks on NE 170th St east of Juanita Dr NE.

Description: Sidewalk is raised creating a trip hazard

Location	Description
KENMORE Simonds Rd NE going downhill towards 100th Ave NE No sidewalks on Juanita drive KENMORE	61st Ave NE where it starts at heading west off of 61st Place NE (approximately 200th) and bends north until it reaches the county line. This is a heavily traveled by car and walkers. People out walking, with pet or children. Need to bail out into the weeds or a ditch, every time a car goes by. Cars must swerve into the oncoming lane to avoid hitting pedestrians. This is not just dangerous, but a huge liability for Kenmore. This doesn't require cement sidewalks, but proper trail on one side of the street or the other would solve this serious hazard. There is really no sidewalk but rather only a raised curb. A lot of children walk in that area and should be better protected
sidewalk on 68th NE south of NE 182nd st	A pillar next to the exit from EvergreenHealth blocks the ability of exiting drivers see pedestrians approaching from the south Sidewalks end, bike lane is crooked (whoever you hired to paint that line don't use them ever again their work is HORRIBLE) The street at the top of the hill is too narrow for cars, bike lane, and parking, so people have to walk in the street
185th street 73rd Ave NE Log Boom park alarm Sidewalks on NE 150th St Bridge on 68th	No side walk to get to Swamp Creek Park Uneven sidewalk - tree root up upheaval. Tripped. Smacked large to my head. People put their garbage and recycle bins on the sidewalks on pickup days Too narrow
68th and 181st Lack of appropriate sidewalk 71st Ave to K. Elementary School Neighborhoods around Moorlands park 61st Ave NE; 68th Ave NE; Simonds road; Saint Edwards	Seems to be difficult for drivers to see pedestrians in the crosswalk between City Hall and Diva espresso specifically when they are crossing away from City Hall approaching Diva Espresso. Broken concrete slabs attempting to define a sidewalk to the school. Very ineffective and dangerous. Sidewalks are inconsistent and you often have to cross the road to stay in a sidewalk.
73rd Ave NE from NE 181st to bridge	Sidewalks on both sides are very uneven due to tree roots. Unsafe for visually impaired. Very hard to navigate with scooter.
sidewalks on 80th St between NE179 and NE177th North bound.	There is no side walk nor enough space for people to walk. Many people use 80th to get to the bus stop and grocery store (Grocery Outlet, Starbucks etc), and dog walking. Especially, people on 80th do not need to go to P&R to get a bus because of the easy access to a bus stop on 522.
Parking lot at Zeka Hair Salon and Masers Pet Store	Sidewalks in poor condition and too steep There is no sidewalk on either side of the road south of the property located on 18215 64th Ave NE. There are multiple handicapped & elderly neighbors in this area, and this situation makes them more vulnerable to falls and accidents
6th Ave NE between NE 182nd St & NE 184 St. 18215 64th Ave NE 80th Ave NE Just north of the northeast corner of 86th Ave NE & 522 Side walks on NE 80th St	No sidewalk and uneven surface. Lack of sidewalks make it difficult to walk instead of drive to destinations The metal utility access plate on the sidewalk is not secure, so when walking across it rocks back and force to an obsessive degree. Limited sidewalks with fast traffic No sidewalk on either side of entrance, so very hard to walk to. There'd be no room for wheelchairs and no safe access for blind or limited sight. A few very close calls when trying to walk to this park.
Roads to access Wallace swamp creek park sidewalks on NE 181st St east of NE 182nd St	No sidewalk to walk on heading north Simonds way at NE169th has no sidewalk on the North side of the road. For the many who live in the neighborhood between the river and Simonds, we must cross a busy road with no walk signal or walk a short distance on a very narrow sidewalk, with speeding cars coming at us. Either a light should go in there or the walk path needs to be improved on that north side of Simonds Rd. The way it is set up now it is especially dangerous for one who has difficulty walking as they can't move fast enough for the cars. It's also dangerous for the school kids catching and being dropped off from the bus at that location. haven't experienced any mobility challenges and/or any other challenges
NE 169th St and Simonds Road Kenmore 61st Ave NE between 522 and 193 Cross walk going to Spencer 68 to the skate park Ingelmores h.s. south of 73rd and 192nd fix sidewalk on east side	Still dangerous for biking. Sidewalk is uneven It is hard to see if cars are coming (especially if in a car) Kids walking on simonds road because no sidewalk on the east side of the road roots made it bumpy Love the Burke-Gilman Trail but the bicyclists are very aggressive to walkers. I am afraid to take my grandchildren with me there.
Kenmore All along 68th	Lack of sidewalk or safe shoulder to travel, lack of crosswalks

Kenmore Right-of-Way ADA Transition Plan

Simmonds Road Sidewalks on 61st Ave NE, north of NE 181st ST NE 181st (Remington)	REAL Raised sidewalks are needed the WHOLE length of Simmond Road on BOTH sides. You may use space from the the oversized bike lanes! Sidewalk is raised in many areas due to tree roots No sidewalks anywhere, it's terrible. cars and trash receptacles regularly block sidewalk use; cars are permitted to park half (or more) on the sidewalk and force pedestrians onto the street; almost impossible for a disabled or mobility-challenged person to pass
sidewalks on 78th Ave NE	
NE 175th st to Calportland facility Sidewalk on 61st St between 522 and 175th Ave	pedestrian walking between 68th AVE NE and the Calportland facility. No sidedwalk or enough area to walk. Hazardous traffic traveling in this section of road. Large trucks with heavy loads. VERY VERY STEEP HILL with railing only on one side
Burke Gilman trail access and Northeast 68th 73rd	Sidewalk ramps are covered in paint and raised bumps that are challenging for people who are using wield items like wheelchair knee scooter, and are dangerous to Bicycles even when it's dry no shoulder/sidewalk My daughter who is visually impaired has gotten hurt multiple times. Both side of the sidewalk they let trees grow and their roots messed up the sidewalk. She has no depth perception and has fallen.
73rd both sides of the sidewalk	despite reporting that the soap dispenser was mounted to high for a little person to use, several times, nothing was done. This make the bathrooms not useable and that makes the park not useable. Please include EVERYONE
logboom park 181st Street...west of library Sidewalks on 61st from Bothell Everett Highway past 197th	Sidewalks Raised sidewalks in several places up to 61st & 197th causing extreme trip hazards and no accessibility for wheelchairs. Uplake area. For pedestrians who cannot move quickly (and even those who can) this is dangerous. Speeding cars cut through here and no sidewalk. Parked cars take up the side area where one could safely walk forcing pedestrians to walk on the street. Missing sidewalks on a very busy street and a narrow section
NE 181st Street, east of 60th Ave NE NE 145th st. between 84th and 78th	
Sidewalks on 61st Ave NE	Portions of sidewalks completely unusable due to tree roots raising and cracking sidewalks. Several locations just in front of our house on 61st Ave NE are full of sidewalks that have been destroyed and displaced by tree roots. Several other sections of the road on both sides either completely lack sidewalks or have very broken sidewalks. It only improves once you get towards the Bothell Everett Hwy intersection. Sidewalks has multiple tripping hazards. Sidewalk on both sides of street is in poor condition and presents tripping hazards even for people without disabilities
Sidewalks on 61st Ave NE Sidewalks on 73rd Ave NE	
61st Ave NE Sidewalk on 80th st	
Side walk On 80th street Where NE 150th turns into 74th PL NE 150th st and 74 pl ne Kenmore 68th Ave sidewalks on locust way Lack of walking space on 61st NE	There are no sidewalks that cover the entire 80th street. There are some where you enter into neighborhoods including my neighborhood (windfyld meadows) however most of it is unsafe. I sometimes run down the street and I am very close to the cars while using the bike/side lanes. It would be much appreciated if there are sidewalks built on 80th street. Lack of side walks Sidewalks missing Sidewalks on NE 175th Street east of 73rd Ave no sidewalks or bike lanes no/few sidewalks on locust way, from lynwood to kenmore. More sidewalks are needed. Speed bumps could slow traffic before the curves. Tree roots have forced their way up though the sidewalks...walkn with a stroller is frustrating, so I can only imagine someone with a physical disability not being able to do it. No smooth pavement for wheelchairs
Sidewalks on 61st Ave NE 182nd Street	
No side walks in many neighborhoods	I live and work around arrow head elementary ad there are no sidewalks in the neighborhood.
Sammamish River bridge crossing at 68th 19004 65th Ave NE Kenmore New Performing Arts Center at Inglemoor High School Sidewalk on 61st Ave NE from NE 181st St to NE 190th St	It is tight to cross on a bike; however, know this will be remedied when new bridge is in place. Sidewalk along 190th is broken up and cannot access with wheelchair. Curb ramps are good but can't get access down sidewalk. We live six blocks from the center, but all I see is stairs going up from 88th Ave NE. I don't want to have to drive to go to a performance when we could "walk" there. Vegetation including blackberries and uneven sidewalk are hazardous to both pedestrians and wheelchairs. Lighting could be improved. snow is rare, but when we get it the street plows pile it up all over the 61st street sidewalk making it nearly impossible to navigate. This is the only means for foot traffic to reach 522 and public transit. Anyone physically challenged would be unable to reach public transit, and anyone even slightly concerned with balance would find it treacherous.
sidewalk on 61st Ave in snowy weather	
80th AVE NE Juanita Drive sidewalks on 61 AVE NE, north of NE 190 ST, east side Kenlake place NE	Intermittent sidewalks and several miles with no separation between cars/bicycles/pedestrians. The whole length of this major arterial. sidewalks are raised due to tree roots and are challenging to walk on no sidewalks

Intersection between NE 198th St and NE 202nd St	There is no crosswalk sign. There have been multiple occasions when a car does not stop for the school bus and almost runs over the children. The flashing sign can help in this kind of situations.
Kenmore neighborhoods SW side of 58th Ave NE ; 56th Ave NE and NE 190th St	Poorly maintained or nonexistent sidewalks. Lack of maintenance of access trails and walking paths in neighborhoods. Careless and lackadaisical attitude toward residents placement of trash carts on the sidewalks weekly, throughout entire neighborhoods, necessitating pedestrians to walk in the streets. No enforcement for vehicles parked on the sidewalks or blocking crosswalks. People who walk pretty much have to always walk in the street with passing cars. Sidewalks that end randomly. Lack of continuous sidewalks and paths. Lack of walking trails between neighborhood and retail services. People have to walk in the street. I walk a LOT. For both exercise and leisure, and I would love to walk more. To and fro the store, post office, etc. But the city makes it incredibly difficult and at times it can be unsafe when walking in the street is necessary. The "bike lane" on 185th street is hands down THE most ridiculous thing I've ever seen and has made the road highly unsafe for both pedestrians and vehicles. Just put in a sidewalk that continues the length of the whole road! And someone needs to remeasure the width of the street, and fix it, it is incredibly dangerous!
No sidewalks, narrow, dark, on 75th Avenue NE	Streets with no sidewalk and no shoulder, especially around inside of blind curves. Occurs all over the place too. Makes it dangerous to walk on inside curve. No sidewalks, narrow, dark, on 75th Avenue NE, between Simonds Road NE and NE 169th Street
Simonds Road, south of 84th Ave NE, west side of street	Sidewalks are treacherous - tree roots and other have caused rises as much as 3-4" very easy to tip over - particularly when leaves are on sidewalks and these spots cannot be seen.
In Front of Jay's Cafe'	Sidewalk is raised and has areas of narrow to where the trees are causing the ground to rise
68th street from Bothell Lake City Way towards Brier Bothell Way NE and 67th Ave NE	Lack of shoulder/sidewalk and bike lane make it a scary walk, both for myself as an adult and for my teenage son to independently bike or walk to Safeway, Diva, etc Sidewalk is raised creating a trip hazard Neighborhood Bridges in Kenmore are two lane only with no protected pedestrian or bicycle ways to cross.
All Neighborhood Creek Bridges Parts of NE 181st Street in Kenmore	Lack of sidewalks so you have to walk in the road and dodge cars. The walkway that is provided is right next to the traffic. Bicyclists tend to overtake that area in the more clement, but even in the off season I do not feel safe walking along the traffic in a lane that is not curbed.
Walking along Juanita Drive south of Simonds Road Sidewalk 78th Ave NE & 50 feet south of NE 148th St east side	A portion of the sidewalk is raised causing a trip hazard. Two years ago I tripped, fell and injured myself causing nerve damage in my leg.
61st ave ne	has extremely dangerous sidewalk due to tree roots and stream washign out sidewalk edge
Town Market on 181st street 61st st sidewalks From Bothell Way heading N on 73rd sidewalk Log Boom Park	The building is not wheelchair accessible (high step), but the owner/worker has come out to wait wait on me. Sidewalk is raised, creating trip hazard. The sidewalks are uneven and the small hill by Mary's Place is very hard to push chair up. Lack of benches along many parts of trail
Kenmore	Sidewalks along 61st Ave are terribly uneven due to tree roots from large trees. The trees are beautiful, but the navigation along this street is terrible. I don't have a disability, but even with a stroller it's a tough walk. I wish it were better so more people who live along there could use it as a walking route to Bothell Way businesses/transportation and/or Burke Gilman/Log Boom Park.
Kenmore	61st NE sidewalks from NE 198 to NE 182nd. Uneven walkways, and in some areas too close to traffic or creek embankment.
80th Ave NE KENMORE Kenmore 61st Street Sidewalks north of Bothell Way	We often like to walk to the shops along SR 522 but do not have a safe route to get there. 80th ave NE has sidewalks that start and stop. We have to walk in the bike lane which is sometimes has cars parked on the side. Do not have a safe route to get to our house to a bus stop.
NE 155th St west of Simonds Rd Sidewalks on 68th street NE 192nd St Simonds and 172 crosswalk Road toward Log Boom park, no side walks. Wallace Swamp Creek Park on 73rd Ave NE Seaplane Restaurant (before it was Stoup)	uneven sidewalks due to tree roots A lot of high schoolers walk this area and there are no sidewalks on both sides of the road. Sidewalks are very important to keep children safe. Sidewalks only on one side of street need sidewalk on both sides Only partial side walks Better with Ped flashers. But cars speed. Don't Stop. I None
No sidewalk on 182nd St. between 64th Av NE & 66th Ave NE NE 203rd st 83rd Ave NE	No sidewalks leading to park. Unsafe to ride [scooter] on the street. Inadequate disabled parking. Also disabled parking is not close to the entrance. There is no sidewalk on either side of the road at this location. There are multiple handicapped & elderly neighbors in this area, and this situation makes them more vulnerable to falls and accidents Lack of sidewalks make it difficult to walk instead of drive to destinations No sidewalks- very scary for walking

Kenmore Right-of-Way ADA Transition Plan

NE 169th St, between Sammamish River and Simonds	This is a long, windy road with no speed bumps, sidewalks, or walking designation. Walking is at one's own risk as cars are allowed to go at full arterial speed. If one isn't able to move out of the way quickly of a car it could be especially dangerous
NE 169th St, between Sammamish River and Simonds	This is a long, windy road with no speed bumps, sidewalks, or walking designation. Walking is at one's own risk as cars are allowed to go at full arterial speed. If one isn't able to move out of the way quickly of a car it could be especially dangerous
55th Ave NE between 193rd and 198th	No sidewalk on either side of the road
522, entire length of city	Not enough crosswalks or ways to get across for anybody not in a car
log boom park trail west of playground bumps	difficult for visually impaired and those in wheelchairs.
68th NE Street.	From Bothell Way south on 68th ST to St. Edwards Park there is no sidewalk. From Bothell Way North on 68th ST there are no sidewalks but I believe that new construction there may fix that.
skatepark	Hope so.
81st	REAL Raised sidewalks are needed the whole length of 81st. on both sides!
Sidewalks on 73rd Ave NE, north of NE 181st St	Sidewalk is raised in some areas due to tree roots
Crossing Bothell Way, particularly at 68th	It's terrible. We need an underpass like on 68th itself. That'd be a huge improvement
	trash receptacles are placed on the sidewalk rather than the street and are regularly not removed by the next day; the obstacles makes use of the sidewalk difficult for pedestrians and nearly impossible for the mobility-challenged
east of intersection of 82nd pl NE and NE 198th St	no sidewalk or designated walking other than shoulder of road. Hi traffic with large trucks, uneven surfaces to get from 68th to location where sidewalks start. Heavy parking through this section where if forces pedestrians to walk into the street to get through this section.
From 68th Ave NE, NE 175th to Plywood supply	Safest way to walk from Uplake neighborhood, Log Boom Park and or MarinaCove/Harbor Village - but busy street with NO sidewalks
189th Ave between 61st St and 68th St	Bike lane on North E. 68th St. Ends at an intersection and across from the intersection is a ditch so you have to be able to quickly merge into traffic which is dangerous.
Bike lane on North E. 68th St.	interrupted bike lane/sidewalk. dangerous co travel with speeding cars.
61st	Multiple parts have no sidewalk. It also is not marked for the blind at all crosswalks
Bothell way	after being completely ignored despite attending a community open house and sending several emails, I stopped reporting problems to the cite.
various	Tree roots raise sidewalk and create tripping hazards.
Sidewalks on 61st Ave North of 190th	Path from 68th to 73rd has many trip hazards
Wallace swamp creek park	Prime real estate with views. Could be converted into pedestrian access retail via Burke Gilman Trail and vehicle access via 522.
Between NE 175th St and 522	Prime real estate with views! Upper Waterfront along Bothell way should be waaaay more developed and could bring in a ton of revenue with a couple of the right restaurants and local shops! Make bike and walk in available from trail
Upper Waterfront along Bothell way	bumpy sidewalks
61st Ave	
Sidewalk concerns on Locust Way leading to Lockwood Elem	Pretty sure this is technically Bothell, but would ask for support for our Kenmore kiddos in my neighborhood who attend Lockwood. Walking up 61st trying to get to Lockwood is frustrating.
Juanita drive	Perhaps a convo with Bothell. No kiddo or parent with ADA needs could get there that way. Dangerous walk without sidewalks
Boat Launch at Rhododendron Park	I do Plein Air painting and we enjoyed going to the boat launch to paint the wildlife. I understand construction is going on, but will there be room for my wheelchair in the area when it's done?
NE 192nd ST	No sidewalks at all, no shoulder to speak of, pedestrians at hazard of being struck by vehicles.
Bothell Way	the areas between bus stops, where there is no sidewalk
Retail areas	I would like to see complete connections between neighborhoods and retail areas. It does no good to focus on the retail areas and neglect to consider how people will get there from their homes on foot.
Poor visibility on corner NE 169th Street and 74th Avenue NE	Poor visibility (pedestrians/cars) on corner of NE 169th Street and 74th Avenue NE
NE 155th Street between 81st and 74th, north side of street	Driveways that have been carved out to provide auto access are a hazard for wheelchairs. Also, easy to fall if a person is not alerted to watch for these driveways.
Park and Ride (going to Seattle direction)	The area is unstable and narrow. When trying to get through there while using walking assistance often have a hard time.
73rd from Bothell Lake City way towards Kenmore Elem	Lack of bike lane and shoulder make it unsafe to bike or walk. I've observed many cars going too fast and drifting onto the shoulder
68th Ave NE and Bothell Way Pedestrian Signal	As a disabled person, the light barely gives you enough time to walk across Bothell Way NE to get to Rite Aid
Crosswalks in all 3-4 way neighborhood intersections	Rarely if ever have crosswalks marked at all 3-4 crossing points.
Juanita Way	I know that work is now being done, but walking / biking from downtown Kenmore toward Kirkland has no sidewalk most of the way and bikes are forced to share the road in a way that is a bit dangerous.
Wallace swamp creek park	tree roots lifting trail
sidewalk/road slopes and 175th	The steepness of the slopes cause my powerchair battery to go down and jolt my arthritic back. I avoid the sidewalks and slopes by traveling on the roadway.
61st St sidewalks	Not enough crosswalks and it makes it harder to Cross
NE 187th St near Aqua Club	Lack of sidewalks, some areas where there is no shoulder to the road even along a curve

NE 197th from 61st NE to NE 196th and 62nd NE. Burke Gilman Trail	No sidewalk. Must walk in the roadway because of parked cars and a hazardous ditch on NE 197th. This short segment connects the 61st NE sidewalk system to the Northshore Summit sidewalk systems. This location, 61st and NE 197th, is also a school bus stop location. Roots under the asphalt make it too bumpy
64th ave NE & 63r Ave NE 80th Ave NE Yakima fruit market	Lack of sidewalks, trees blocking walking areas, vehicles parked on sidewalks, trash carts blocking sidewalks on Tuesdays No side walks to get to Sheldon Park Parking lot space too close to road The traffic coming downhill (east) on NE 182nd St does not have a reference of where to stop at the stop sign. They usually end up stopping in the middle of the intersection, if they stop at all. The traffic turning west at 66th Ave and NE 182nd St usually turns left and invades the left hand of the road. It would be best if there were lines painted on the asphalt to guide drivers and prevent loss of life or property.
Corner of NE 182nd Street & 66th Ave NE. NE 205th ST NE 192nd St 68th bridge north and south	Lack of sidewalks make it difficult to walk instead of drive to destinations No sidewalks Needs a protected bike lane
south of 73rd and 192nd fix sidewalk on west side NUD 84th	sidewalk is bumpy and blackberries and in the sidewalk by oreilys too Needs 4 way stop or roundabout REAL Raised sidewalks are needed the whole length of 84th on both sides! Dangerous as hell. People speed through and you've made it a de facto artery for people bypassing the stoplight at 61st and Bothell Way. I HAVE BEEN HIT BY A CAR THERE by a driver cruising through the stop sign into the (unmarked but legal) crossing area. The driver did NOT stop, even as he carried me on the hood of his car for like 10 feet before I could get off. I hope I did some damage. Anyway, fix it.
Intersection of 60th Avenue and NE 181st	
175th Ave between 61st St and 70th St	No sidewalks. The Burke Gilman runs along this stretch, but bicycle traffic makes it dangerous
61st N. East St. turning into 61st Pl.	The sidewalks along the street at 61st NE which turns into 61st Pl. are in very poor condition and dangerous for tripping and falling hazards.
80th	It does not have sidewalks. It only has them in certain sections. So if your blind it is hard to walk down and our only other choice is 73rd which is worse. I love the bars and tap rooms and other retail that is right off of the pedestrian and bicycle trail. We should increase more pedestrian and bicycle access friendly retail, cafes, restaurants. Make Kenmore a destination on the Burke Gilman.
Burke Gilman Trail 181st Ave Formerly Squire's Landing Park	No sidewalks or bike lanes Will this be handicapped accessible? No sidewalks at all, no shoulder to speak of, pedestrians at hazard of being struck by vehicles between 61st AVE NE and 65th AVE NE.
NE 181st ST The shops around the post office Poor visibility on corner NE 169th Street and 76th Avenue NE	There are no safe ways to move, including approaching the corner. Poor visibility (pedestrians/cars) on corner of NE 169th Street and 76th Avenue NE
Simond Rd crosswalk so of Inglesmoor HS, at about 154th	Cars travel over the speed limit here, making it unsafe for anyone to cross here, and particularly for anyone who may take a little longer to cross the street - either flashing lights - or, very least, provide colored flags to hold up as pedestrian crossing warning to drivers.
61st by the three way intersection near Lockwood Library Parking Lot	Lack of shoulder or lke lane make it unwalkable or bikeable Library Parking Lot only has one handicap spot. It could use at least two spots Cars blocking the walkway/shoulder where no sidewalk exists. Street parking in residential neighborhoods in Kenmore is EXCESSIVE. Street parking is blocking line of site from vehicle operators to pedestrians/cyclists. Reduce/restrict street parking, especially when no sidewalks are present.
Street Parking blocking walkway near 73d Ave NE and NE 192	This is my neighborhood street that is very busy yet has no sidewalks. VERY DANGEROUS when walking in the emiddle of the road and cars driving by at 30 MPH.
61st ave north of 200th Street Residential streets generally!	Lack of sidewalks, some areas where there is no shoulder to the road even along a curve Steep roadway with no shoulders and poor sight lines. Improving this section would allow residents to safely access the new 68th NE sidewalk system. This is also a school bus stop location.
NE 190th from 68th NE to 67th NE	

Kenmore Right-of-Way ADA Transition Plan

15. What is your age? (optional)

Answer	Count
under 18	1
18 to 24	6
25 to 34	10
35 to 44	28
45 to 54	20
55 to 64	26
over 65	26

16. How do you identify yourself? (optional)

Answer	Count
African American/Black	0
Asian	11
Caucasian/White	89
Native American	1
Native Hawaiian/Pacific Islander	2
Other	0

17. Are you of Spanish, Hispanic, or Latino origin or descent? (optional)

Answer	Count
No	101
Yes	9

Attachment B: Survey 123 Responses



Kenmore Right-of-Way ADA Transition Plan

1

Description of Location/Descripción de la ubicación/地点描述	Type of Concern/Tipo de preocupación/担心的问题类别 请选择	Description of Concern/Descripción de la preocupación/问题描述
North side of NE 170th St. westbound approaching Juanita Drive NE	Sidewalk / Acera / 人行道	Gap in sidewalk due to construction makes navigation difficult for a wheelchair or visually impaired person
61st ave NE north of 200th street	Sidewalk / Acera / 人行道	No sidewalks along this very busy road. many people walk in middle of roadway with cars passing at 30 MPH.
Sidewalk around the Park and Ride on the side going into Seattle	Sidewalk / Acera / 人行道	The sidewalk where the shelters are is uneven and it is hard for me to get around while I am on crutches. There is an uneven area in the area just to the right (as sitting in shelter) where I have lost my balance more than once. There is also an area where the driveway crosses the St. Vincent dePaul store has a steep downgrade and there is no warning that has nearly caused me to fall more than once.
SW Corner of 19004 65th Ave NE	Sidewalk / Acera / 人行道	The driveway on the east side of the street at the intersection is difficult if not impossible to pass with a wheel chair
Along NE 175th street specifically between 73rd Ave NE and 192 Brewing. The South side of 73rd St is creepy....	Sidewalk / Acera / 人行道	There needs to be a sidewalk along the north side of 175th St between 73rd Ave NE and 192 Brewing.
west side of 73rd Ave. NE between 182nd street and the duck retention pond.	Sidewalk / Acera / 人行道	Uneven side walks due to tree roots and water.
soap dispensers are mounted too high in most Kenmore Public locations to be used by a little person. Please consider remounting lower (makes them useable by kids) and/or providing a stool. Imagine you had to hoist yourself on to a chest high public toilet to use it, it's kind of gross. Not a difficult fix but would make a big difference. Same with the locks on bathroom stalls, could they please be moved down a bit.	Other / Otro	
East side of the length of 61st Ave NE.	Sidewalk / Acera / 人行道	61st Ave NE. The trees may be beautiful but it has been 20 years since a wheelchair has been able to use the sidewalk. This is not the first time the city has been made aware of this situation. Also 61st has been asphalted so many times it is appears to be the same height as the sidewalk. The curbing is almost not there. Walking here is not very relaxing for any pedestrian let alone a disabled person because cars are going 35mph with little separation from the roadway. Thank you.
Intersection of 61st Ave NE and NE 193rd, and up NE 193rd Street to Linwood Park.	Crosswalk / Paso de peatones / 人行横道	There is no crosswalk on 61st at this intersection, which can be quite busy. There also should be sidewalks all the way from Linwood park to 61st Ave. We have a nice park that is close by, but I worry about walking there and traffic due to no crosswalks or sidewalks.
Residential neighborhood, 6368 NE 193rd place.	Sidewalk / Acera / 人行道	Plants/vines growing over sidewalk cause difficulty. Please prune back to property line or fence (at least so that they do not hang over sidewalk).
Sidewalk on the west side of sidewalk	Sidewalk / Acera / 人行道	I have personally seen people in wheelchairs stuck in between raised sidewalk panels! I had to help push them out! Fix the sidewalks we currently have before building more walkways to waterways!

Survey123_Responses.xls

APPENDIX E: COST ESTIMATE BACKUP

Kenmore Right-of-Way ADA Transition Plan

Planning Level Cost Estimate

PROJECT NAME: Kenmore ADA Transition Plan

TG PROJECT NUMBER: 1.19347.01

NOTE: This cost estimate is planning level in nature. It should be considered preliminary and for planning purposes only. It specifically excludes structural impacts to buildings and parking structures, inflation, and sales tax. Potential items such as retaining walls, earthwork, etc., are assumed to be included in the planning level estimate contingency unless otherwise indicated.

When features require multiple improvements, the cost of the smaller component is included in the larger task. (i.e. detectable warning surface is included with curb ramp reconstruction.)



Item No.	ADA Deficiency	Improvement Type	Quantity	Unit	Unit Price	Total Price
Sidewalk Improvements						
1	Non-compliant sidewalk (width, condition, slope, etc.)	Reconstruct existing sidewalk/paved shoulder walkway	20,178	SY	\$ 145	\$ 2,926,000
Subtotal						\$ 2,926,000
Maintenance/Miscellaneous						
2	Non-compliant vertical discontinuity	Sidewalk grinding (SLF per occurrence)	465	EA	\$ 250	\$ 117,000
3	Non-compliant horizontal discontinuity	Sidewalk crack sealing/grouting (SLF per occurrence)	1,615	EA	\$ 25	\$ 41,000
4	Fixed Obstacles	Relocation of obstacles including utility covers, poles, tree roots, signs, etc.	128	EA	\$ 3,000	\$ 384,000
5	Moveable Obstacles	Relocation of obstacles including tree/bush (prunable), message boards, parked cars, etc.	2	EA	\$ 200	\$ 1,000
6	Protruding Obstacles	Relocation of obstacles including of mailbox, bush/tree, signs, awnings etc.	80	EA	\$ 500	\$ 40,000
7	Other Obstacles	Replacement of driveway, increase clearance from obstacle, etc.	9	EA	\$ 15,000	\$ 135,000
Subtotal						\$ 718,000
Curb Ramp Improvements						
8	Missing curb ramps	Install new curb ramp	236	EA	\$ 6,000	\$ 1,416,000
9	Non-compliant ramp (running slope, cross slope, ramp width, flare slope, lip, grade break, etc.)	Remove and reconstruct existing ramp	800	EA	\$ 6,000	\$ 4,800,000
10	Curb ramps without detectable warning surface (DWS), non-compliant DWS placement, non-compliant DWS depth, or non-compliant DWS Width	Install/replace detectable warning surface	5	EA	\$ 1,030	\$ 6,000
Subtotal						\$ 6,222,000
Pushbutton Improvements						
11	Non-APS pushbutton and pushbutton is located incorrectly.	Install new APS pushbutton AND Install new pole.	52	EA	\$ 6,700	\$ 349,000
12	APS pushbutton that has non-compliant dimensions and/or programming and located incorrectly.	Reprogram pushbutton, reorient pushbutton, and/or install tactile arrow AND Install new pole and relocate pushbutton.	45	EA	\$ 4,500	\$ 203,000
13	APS pushbutton located incorrectly.	Install new pole and relocate pushbutton.	4	EA	\$ 4,300	\$ 18,000
14	APS pushbutton that has non-compliant dimensions and/or programming	Reprogram pushbutton, reorient pushbutton, and/or install tactile arrow.	2	EA	\$ 200	\$ 1,000
Subtotal						\$ 571,000
Total						\$ 10,437,000
Contingency @ 20%						\$ 2,088,000
Design @ 12%						\$ 1,253,000
Mobilization @ 8%						\$ 835,000
TESC + Traffic Control @ 12%						\$ 1,253,000
Construction Management @ 20%						\$ 2,088,000
Right-of-Way @ 20%						\$ 2,088,000
Total	Grand Total 2022 Dollars					\$ 20,042,000

Planning Level Cost Estimate
PROJECT NAME: Kenmore ADA Transition Plan

TG PROJECT NUMBER: 1.19347.01

NOTE: This cost estimate is planning level in nature. It should be considered preliminary and for planning purposes only. It specifically excludes right-of-way acquisition and all associated costs, structural impacts to buildings and parking structures, and sales tax. Potential items such as retaining walls, earthwork, etc., are assumed to be included in the planning level estimate contingency unless otherwise indicated.

This planning cost estimate covers only the pedestrian features within the first stage of data collection.



Quantity by Priority									
Feature	Low		Medium		High		Very High		Total
	1-15 (0-10 hazards)	%	16-30 (11-20 hazards)	%	31-45 (21-30 hazards)	%	46+ (31+ hazards)	%	
Sidewalks (SY)	9,611	48%	4,833	24%	4,485	22%	1,249	6%	20,178
Non-compliant vertical discontinuity (EA)	305	66%	89	19%	39	8%	32	7%	465
Non-compliant horizontal discontinuity (LF)	910	56%	365	23%	220	14%	120	7%	1,615
Fixed Obstacles (EA)	53	41%	29	23%	28	22%	18	14%	128
Moveable Obstacles (EA)	0	0%	0	0%	2	100%	0	0%	2
Protruding Obstacles (EA)	43	54%	21	26%	14	18%	2	3%	80
Other Obstacles (EA)	1	11%	1	11%	2	22%	5	56%	9
Curb Ramps (EA)	200	19%	327	31%	388	37%	126	12%	1,041
Pushbuttons (EA)	0	0%	9	9%	52	50%	42	41%	103

Cost by Priority									
Feature	Low		Medium		High		Very High		Total
	1-15 (0-10 hazards)	%	16-30 (11-20 hazards)	%	31-45 (21-30 hazards)	%	46+ (31+ hazards)	%	
Sidewalks (SY)	\$ 1,393,595	48%	\$ 700,820	24%	\$ 650,304	22%	\$ 181,146	6%	\$ 2,926,000
Non-compliant vertical discontinuity (EA)	\$ 76,250	65%	\$ 22,250	19%	\$ 9,750	8%	\$ 8,000	7%	\$ 117,000
Non-compliant horizontal discontinuity (LF)	\$ 22,750	55%	\$ 9,125	22%	\$ 5,500	13%	\$ 3,000	7%	\$ 41,000
Fixed Obstacles (EA)	\$ 159,000	41%	\$ 87,000	23%	\$ 84,000	22%	\$ 54,000	14%	\$ 384,000
Moveable Obstacles (EA)	\$ -	0%	\$ -	0%	\$ 400	40%	\$ -	0%	\$ 1,000
Protruding Obstacles (EA)	\$ 21,500	54%	\$ 10,500	26%	\$ 7,000	18%	\$ 1,000	3%	\$ 40,000
Other Obstacles (EA)	\$ 15,000	11%	\$ 15,000	11%	\$ 30,000	22%	\$ 75,000	56%	\$ 135,000
Curb Ramps (EA)	\$ 1,190,060	19%	\$ 1,957,030	31%	\$ 2,318,060	37%	\$ 756,000	12%	\$ 6,222,000
Pushbuttons (EA)	\$ -	0%	\$ 40,500	7%	\$ 275,100	48%	\$ 252,900	44%	\$ 569,000

	Low 1-15	Medium 16-30	High 31-45	Very High 46+	Total
Total	\$ 2,879,000	\$ 2,843,000	\$ 3,381,000	\$ 1,332,000	\$ 10,435,000
Contingency @ 20%	\$ 576,000	\$ 569,000	\$ 677,000	\$ 267,000	\$ 2,087,000
Design @ 12%	\$ 346,000	\$ 342,000	\$ 406,000	\$ 160,000	\$ 1,253,000
Mobilization @ 8%	\$ 231,000	\$ 228,000	\$ 271,000	\$ 107,000	\$ 835,000
TESC + Traffic Control @ 12%	\$ 346,000	\$ 342,000	\$ 406,000	\$ 160,000	\$ 1,253,000
Const. Management @ 20%	\$ 576,000	\$ 569,000	\$ 677,000	\$ 267,000	\$ 2,087,000
Right-of-way @ 20%	\$ 576,000	\$ 569,000	\$ 677,000	\$ 267,000	\$ 2,087,000
Grand Total	\$ 5,530,000	\$ 5,462,000	\$ 6,495,000	\$ 2,560,000	\$ 20,037,000

APPENDIX F: APS POLICY

City of Kenmore - Policy for Installation of Accessible Pedestrian Signals and Pushbuttons

Intent:

It is the City's intention to be consistent with the most current version of the Public Right of Way Access Guidelines (PROWAG) in the provision of and location of accessible pedestrian signals and pushbuttons (APS) at traffic signals. Further guidance is available in 28 CFR Part 35 and Manual on Uniform Traffic Control Devices (MUTCD) section 4E.08 through 4E.13.

Purpose:

The purpose of this plan is to establish a reasonable and consistent policy for installing APS.

Scope:

1. *Requests:* Requests for APS systems from the public will be responded to in a timely manner and the consideration for installation will be done in accordance with applicable sections of the ADA.
2. *New construction:* New construction of traffic signal projects requires installation of APS and associated accessible features when pedestrian signals are installed.
3. *Alterations:* When the signal controller and software are altered, the pedestrian signal head is replaced, or pedestrian detectors are replaced, the existing pedestrian signals shall be upgraded to APS on poles in accessible locations.
4. *Curb ramp replacement at traffic signals:* Altering or replacing curb ramps does not require installation of APS unless the curb ramp cannot be altered or replaced without the alteration, installation or replacement of any pole to which a pedestrian pushbutton is attached. Then, installation of APS on poles in accessible locations is required.
5. In addition to the above conditions, APS will be installed through fulfillment of the City's obligations to complete its ADA Transition Plan.

Installation of APS is not required, unless otherwise noted, under the following conditions, but is recommended when inclusion in the project scope is possible:

1. *Minor work and routine maintenance at traffic signals:* Projects including but not limited to: emergency repairs, vehicular detection installation and repairs, installation and repair of CCTV or other cameras, vehicular signal head upgrades and repairs, and repair of pedestrian detection do not require installation of APS and associated accessible features.
2. *Signal timing changes:* Updating signal timing including cycle length, splits, offsets, and pedestrian clearance times do not require installation of APS and associated accessible features.

APPENDIX G: GRIEVANCE PROCEDURE TEMPLATE

City of Kenmore, Washington**Example Grievance Procedure under The Americans with Disabilities Act**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Kenmore. The City's Employee Handbook, Section 13.1 governs complaints of disability discrimination made by City employees.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

XYZADA
Coordinator
Contact Info

Within 15 calendar days after receipt of the complaint, City Engineer or their designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, City Engineer or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Kenmore and offer options for substantive resolution of the complaint.

If the response by City Engineer or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager or his/her designee. Within 15 calendar days after receipt of the appeal, the City Manager or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint. All written complaints received by City Engineer or his/her designee, appeals to the City Manager or his/her designee, and responses from these two offices will be retained by the City of Kenmore for at least three years.

APPENDIX H: MEF TEMPLATE



MEF Number _____
For official use only

Maximum Extent Feasible Documentation

{Enter Project Name} Project
{Enter Location}
Permit#/City Project Number: {Enter Number}
{Enter Date}

{Enter PM Name}

Project Manager

Insert Engineer Stamp

Maximum Extent Feasible Recommended for Approval:

{Enter Name}, {Enter Title}

Date

Maximum Extent Feasible Approval:

City Engineer

Date



MEF Number _____
For official use only

Project Description

Existing Roadway

Existing Pedestrian Facilities

Pedestrian Design Standards

Per 2011 PROWAG guideline:

Sidewalks/Accessible Routes

- Cross slope of a pedestrian access route shall be 2% maximum and 4-foot wide minimum
 - <5 foot shall have 5'x5' passing space every 200 feet
- Grade shall not exceed adjacent roadway (if not in street ROW, grade shall not exceed 5%)
- Overhead clear spaces shall be greater than 6.7' from finished surface
- Utility lids shall be skid resistant
- Vertical surface breaks shall not exceed 0.25 in
- Horizontal openings shall not exceed ½ inch diameter and shall be perpendicular to travel way
- All grade breaks shall be flush

Curb Ramps

- Ramps shall be 5% minimum and 8.3% maximum and 4 foot wide minimum or maximum of 15 feet long (blended transitions shall be less than 5%)
- Landings/turning spaces shall have running and cross slopes at 2% maximum and 4-foot wide by 4-foot long minimum (4' wide by 5' long if: vertical barriers exist at back of sidewalk for perpendicular ramp or vertical barrier exists on two sides of turning space for parallel ramp)
- Curb flares (wings), if applicable, shall be 10% maximum if within the accessible route
- Gutter slope maximum of 2% and counter slope maximum of 5%
- Grade breaks shall be perpendicular to travel and flush
- At pedestrian street crossings without yield or stop control and at midblock pedestrian street crossings, the cross slope shall be permitted to equal the street or highway grade.



MEF Number _____
For official use only

Crosswalks

- Grade shall not exceed 5%
- Cross Slope: Stop/yield controlled shall not exceed 2%, crossing without stop/yield shall not exceed 5%, mid-block crossings shall not exceed existing roadway
- Utility lids shall be skid resistant
- Vertical surface breaks shall not exceed 0.25 in
- Horizontal openings shall not exceed ½ inch diameter and shall be perpendicular to travel way
- All grade brakes shall be flush

Proposal (See attached worksheet for additional information)

Justification

Additional Benefits

See project construction plans for more information

APPENDIX I: ADA TERMINOLOGY

ADA Terminology

Accessible Pedestrian Signals. A device that communicates information about pedestrian signal timing in non-visual format such as audible tones, speech messages, and/or vibrating surfaces.

Barrier. Obstacle that prevents movement or access.

Cross Slope. The slope that is perpendicular to the direction of travel (see running slope).

Curb Ramp. A short ramp cutting through a curb or built up to it.

Detectable Warning. A standardized surface feature built in or applied to walking surfaces or other elements to warn of hazards on a circulation path. Also known as “truncated domes”.

Fixed Obstacles. Obstacles in pathways that cannot be moved without significant changes to the existing infrastructure.

Grade Break. Location where a pathway’s slope changes.

Hazard. Miscellaneous barrier along a pedestrian circulation route.

Maximum Extent Feasible. The situation in which the nature of an existing building or facility makes it virtually impossible to comply fully with accessibility standards.

Moveable Obstacles. Obstacles in pathways that can be moved without significant changes to the existing infrastructure.

Pedestrian Access Route. A continuous and unobstructed path of travel provided for pedestrians with disabilities within or coinciding with a pedestrian circulation path.

Pedestrian Circulation Path. A prepared exterior or interior surface provided for pedestrian travel in the public right-of-way.

Ramp. A walking surface that has a running slope steeper than 1:20.

Running Slope. The slope that is parallel to the direction of travel (see cross slope).

Ramp Flare. Transitions the curb line to the elevation of the street.

Stakeholder. Focused group of the general public with interest in outreach efforts.

Turning Space. Area that provides maneuvering space at the top/bottom of a ramp.





**City Council Business Agenda Item
City of Kenmore, WA**

<p>Subject/Topic: Speed Limit Reduction on 84th Av, Juanita Dr, and 68th Av Corridors</p> <p>Proposed Council Action/Motion: Adopt Resolution 22-385 to reduce the speed limits on streets listed in Attachment A: Table of Speed Limit Reductions</p>	<p>For Council Meeting Agenda of: 6/13/2022</p> <p>Department: <u>Engineering – Public Works</u></p> <p>Prepared by: <u>Tobin Bennett-Gold, Traffic Engineer</u></p> <p>Approved by Department Head: <u>Initial & Date</u> <u>JFV 5/31/2022</u></p> <p>Approved by City Attorney: <u>DFR 6/3/2022</u></p> <p>Approved by Finance Director: <u>N/A</u></p> <p>Approved by City Manager: <u>RGK 6/3/2022</u></p> <p>Exhibits/Attachments: Attachment A: Resolution 22-385 Table of Speed Limit Reductions</p>
<p><u>RECOMMENDATION:</u></p> <p>The City traffic engineer recommends that the speed limits on these roads be reduced in order to improve the safety of travel for all road users. It is recommended by staff that council adopt Resolution 22-385 to reduce the speed limits on streets listed in Attachment A: Table of Speed Limit Reductions.</p> <p><u>INFORMATION/BACKGROUND:</u></p> <p>On March 14th, 2022, staff presented a proposal for reducing speed limits along arterial and collector roads in the City of Kenmore. Results were presented to council on the engineering assessment of the current speed limits and travel speeds on these roads. Based on the engineering study of roads included in this assessment, the following recommendations were made for speed limit reductions:</p> <ul style="list-style-type: none"> - 84th Av from Simonds Rd to south City Limits, reduce the speed limit from 35 mph to 30 mph This section of 84th Av NE is recommended to be reduced to 30 mph in coordination with the same reduction by City of Kirkland for the 84th Av corridor to the south of Kenmore City Limits. This change will be effective upon the installation of new speed limit signs, the installation of which will be planned for early July 2022 and will be coordinated to take place simultaneously with the installation of new speed limit signs on 84th Av in the City of Kirkland. (Further speed limit reduction on 84th Av may be recommended in the future pending additional measures taken to reduce travel speeds on 84th Av.) - Juanita Dr Corridor (Juanita Dr from south City Limits to 170th St, 68th Av from 170th St to SR 522), reduce the speed limit from 35 mph to 30 mph Based on historical travel speeds and the improvements being made to Juanita Dr by the Walkways and Waterways project and the West Sammamish River Bridge Project, it is recommended that the speed limit be reduced from 35 mph to 30 mph effective at the time of installation of new speed limit 	

signs corresponding to substantial completion of the Walkways and Waterways and Bridge project.

- **68th Av Corridor (68th Av from 185th St to 202nd St, 202nd St from 68th Av to 62nd Av, 62nd Av from 202nd St to 61st Pl), reduce the speed limit from 35 mph to 25 mph**

Based on historical travel speeds and the improvements being made to the 68th Av Corridor by the Walkways and Waterways project, it is recommended that the speed limit be reduced from 35 mph to 25 mph effective at the time of installation of new speed limit signs corresponding to substantial completion of the Walkways and Waterways project.

Under RCW 46.61.415, to alter the maximum speed limit on a City road, the City traffic engineer must first carry out an engineering and traffic investigation and determine that the maximum speed permitted on a street is greater than or less than is reasonable or safe under the existing conditions, and the traffic engineer should then issue a recommendation to City Council to change the speed limit accordingly. The City Council must then adopt a resolution, by simple majority, to change the speed limit.

NOTE: Speed limit reductions on other streets are recommended at this time but are contingent on changes to the Kenmore Municipal Code 10.15.040 "Former Speed Limits Retained"; these streets include 175th St between 61st Av and 73rd Av, and SR 522 (Bothell Wy) between west City Limits and east City Limits. Changes to the speed limit on 175th St will be brought before council pending changes to KMC 10.15.040. Changes to the speed limit on SR 522 will be pending approval from WSDOT and once approved will be presented to council for approval.

FISCAL CONSIDERATION:

Speed limit reductions for these roads requires only that speed limit signs be replaced to reflect the new speed limit, and that temporary supplementary awareness signing be installed; this can be performed within the existing approved operating budget.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Goal #6: Focus on and emphasize multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 22-385**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, REDUCING THE SPEED LIMIT ON
KENMORE STREETS.**

WHEREAS, under Kenmore Municipal Code 10.05.010, Kenmore adopted the Washington Model Traffic Ordinance; and

WHEREAS, under Washington Administrative Code 308-330-270, after an engineering and traffic investigation by the City traffic engineer, the City may, by resolution, change a speed limit; and

WHEREAS, an engineering investigation has shown that on each of the roads listed in the table in Attachment A that the current speed of travel is appropriate for the reduced speed limits listed in the table in Attachment A; and

WHEREAS, lower speed limits support and encourage motor vehicle travel at lower travel speeds; and

WHEREAS, lower travel speeds for motor vehicles lead to reduced risk of motor vehicle crashes, lower severity of injuries and crashes that do occur, and lower risk crashes resulting in fatal injury for all road users; and

WHEREAS, reducing the risk of crashes and the risk of crash injury supports the City of Kenmore's Target Zero goal of achieving zero pedestrian and bicyclist fatalities by 2025; and

WHEREAS, reducing the risk of crashes and the risk of crash injury supports the Kenmore City Council priorities to focus on and emphasize multimodal transportation in the City of Kenmore with a specific focus on pedestrian, bicycle, and other means of travel, and to enhance public safety; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. New Speed Limits Adopted. The reduction of speed limits listed in Attachment A is approved and adopted, with new speed limits to be effective upon the installation of corresponding speed limit signing.

Section 2. Filing of Program. As required by RCW 35.77.010, the City Manager or designee is authorized and directed to file a copy of this resolution, together with the attached Exhibit, with the Secretary of the Washington Department of Transportation within thirty (30) days of adoption of this resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 13TH DAY OF JUNE 2022

CITY OF KENMORE

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney

Ordinance 22-385 Attachment A

Street Section	Current Speed Limit	New Speed Limit
84th Av NE Between Simonds Rd NE and south City Limits	35	30
Juanita Dr NE From NE 170th St to south City Limits	35	30
68th Av NE From SR 522 to NE 170th St	35	30
68th Av NE From NE 202nd St to NE 185th St	35	25
NE 202nd St From 62nd Av NE to 68th Av NE	35	25
62nd Av NE From 61st Pl NE to NE 202nd St	35	25



**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic:

Approve Resolution No. 22-386 amending Resolution 21-373.
Interfund Loan Authorization to extend term of the approved loan.



For Council Meeting Agenda of: June 13, 2022

Department: Finance & Administration

Prepared by: Leticia Salcido, Director of Finance & Administration

Proposed Council Action/Motion:

Approve resolution No. 22-386 amending Resolution 21-373 to extend the term of the approved interfund loan for an additional three (3) months.
Original Resolution approved an interfund loans from the General Fund to the Public Works Shop Fund in an amount of up to \$1.2 million, a loan from the Strategic Opportunities Fund to the Public Works Shop Fund in an amount of up to \$1.2 million and a loan from the Surface Water Management Fund to the Public Works Shop fund in an amount of up to \$400,000. The loans shall accrue interest at .08% Annual Interest.

<u>Date</u>	<u>Initial &</u>
Approved by Department Head:	LS 6/1/22 
Approved by City Attorney:	
Approved by Finance Director:	LS 6/1/22 
Approved by City Manager:	RK 6/3/22 (email)

Exhibits/Attachments:

Resolution No. 22-386
Resolution No. 21-373 (original approved 12/6/21)

INFORMATION/BACKGROUND:

On December 6, 2021 Council approved an interfund loan to the Public Works Shop Fund from the General Fund, Surface Water Management Fund and the Strategic Opportunities Fund. The approval was for a transfer of \$1.2 million from the General Fund, \$1.2 million from the Strategic Opportunities Fund and \$400,000 from the Surface Water Management Fund, for a total of \$2.8 million. The purpose of the loan was for the acquisition of the last two properties for the future site of the public works shop. The City was securing permanent financing and it was believed at the time that the transaction would be completed by March 31, 2022.

The financing for the properties closed on May 24, 2022 and the funds were received on the same day. An extension is required to cover this time period.

Budgeting and Accounting Requirements (BARS) specify that Council must pass a resolution or ordinance approving the interfund loan. Kenmore Municipal Code requires City Council to pass a resolution. Kenmore Municipal Code requires that any extension of an interfund loan beyond the three-month period be approved by City Council Resolution. Therefore an amended resolution 22-386 is attached.

FISCAL CONSIDERATION:

Kenmore Municipal Code Section 3.60 provides authority for an interfund loan from one city fund to another city fund for periods not to exceed three month. The code also provides that interfund loans may be authorized without interest however the City practice (in compliance with BARS) has been to include interest at a rate that coincides with the State Government Investment Pool earnings rate. At this time that rate is 0.08%. A loan of up to \$1.2 million from the General Fund, \$1.2 million from the Strategic Opportunities Fund and \$400,000 from the Surface Water Management Fund is recommended.

Fund Balance after loan:

General Fund Balance – approximately \$4.7 million
 Strategic Opportunities Fund – approximately \$2.5 million
 Surface Water Management Fund – approximately \$3.2 million

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore Municipal Code Section 3.60.010 provides Interfund loan authority & extension authority.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 22-386**

A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, AMENDING RESOLUTION NO. 21-373 TO EXTEND THE TERM OF THE APPROVED INTERFUND LOAN FROM THE GENERAL FUND TO THE PUBLIC WORKS SHOP FUND IN THE AMOUNT OF \$1,200,000, AN INTERFUND LOAN FROM THE STRATEGIC OPPORTUNITIES FUND TO THE PUBLIC WORKS SHOP FUND IN THE AMOUNT OF \$1,200,000, AND AN INTERFUND LOAN FROM THE SURFACE WATER MANAGEMENT FUND TO THE PUBLIC WORKS SHOP FUND IN THE AMOUNT OF \$400,000. ALL AT 0.08% ANNUAL INTEREST; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Public Works Shop Fund, as identified in the 2021-2022 City of Kenmore Biennial Budget, is temporarily in need of cash pending budgeted permanent financing; and

WHEREAS, the General Fund, Strategic Opportunities Fund and Surface Water Management Fund have excess cash sufficient to meet the needs of the Public Works Shop Fund; and

WHEREAS, interfund loans are authorized by Chapter 3.60 of the Kenmore Municipal Code (KMC); and

WHEREAS, on December 6, 2021, the City Council adopted Resolution No. 21-373, approving an interfund loan, and the City needs to extend the term of the interfund loan to May 31, 2022; and

WHEREAS, KMC 3.60.010 requires City Council approval by resolution of any interfund loan extension beyond three months, and Budgeting and Accounting Requirements (BARS) specify that Council must pass a resolution or ordinance approving the interfund loan; and

WHEREAS, the City Council desires to amend Resolution No. 21-373 to extend the interfund load approved therein to May 31, 2022;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Amendment. Section 1 of Resolution 21-373 is amended to read as follows:
Section 1. Interfund Loan Authorization. There is hereby authorized an interfund loan in the amount of \$1,200,000 from the General Fund to the Public Works Shop Fund, an interfund loan in the amount of \$1,200,000 from the Strategic Opportunities Fund to the Public Works Shop Fund, and an interfund loan in the amount of \$400,000 from the Surface Water Management Fund to the Public Works Shop Fund. The term of the loan shall be from December 2021 up to

May 31, 2022. Interest shall accrue on the unpaid principal amount at the rate of .08 percent per annum. The principal amount, plus interest, shall be due and payable before May 31, 2022. There shall be no penalty for prepayment of the loan.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF ON THE 13th DAY OF JUNE 2022.

Nigel Herbig, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
RESOLUTION NO.

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 21-373**

A RESOLUTION OF THE CITY OF KENMORE, WASHINGTON, PROVIDING FOR AN INTERFUND LOAN FROM THE GENERAL FUND TO THE PUBLIC WORKS SHOP FUND IN THE AMOUNT OF \$1,200,000, AN INTERFUND LOAN FROM THE STRATEGIC OPPORTUNITIES FUND TO THE PUBLIC WORKS SHOP FUND IN THE AMOUNT OF \$1,200,000, AND AN INTERFUND LOAN FROM THE SURFACE WATER MANAGEMENT FUND TO THE PUBLIC WORKS SHOP FUND IN THE AMOUNT OF \$400,000, ALL AT 0.08% ANNUAL INTEREST; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Public Works Shop Fund, as identified in the 2021-2022 City of Kenmore Biennial Budget, is temporarily in need of cash pending budgeted permanent financing; and

WHEREAS, the General Fund, Strategic Opportunities Fund and Surface Water Management Fund have excess cash sufficient to meet the needs of the Public Works Shop Fund; and

WHEREAS, interfund loans are authorized by Chapter 3.60 of the Kenmore Municipal Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Interfund Loan Authorization. There is hereby authorized an interfund loan in the amount of \$1,200,000 from the General Fund to the Public Works Shop Fund, an interfund loan in the amount of \$1,200,000 from the Strategic Opportunities Fund to the Public Works Shop Fund, and an interfund loan from the Surface Water Management Fund in the amount of \$400,000 to the Public Works Shop Fund. The term of the loan shall be from December 1, 2021 up to March 31, 2022. Interest shall accrue on the unpaid principal amount at the rate of .08 percent per annum. The principal amount, plus interest, shall be due and payable before March 31, 2022. There shall be no penalty for prepayment of the loan.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A REGULAR MEETING THEREOF ON THE 6th DAY OF DECEMBER, 2021.



David Baker, Mayor

ATTEST/AUTHENTICATED:



Anastasiya Warhol (Dec 6, 2021 19:41 PST)

Anastasiya Warhol, City Clerk

Approved as to form:



Dawn Reitan (Dec 6, 2021 19:41 PST)

Dawn Reitan, City Attorney



City Council Business Agenda Item City of Kenmore, WA

<p>Subject/Topic: Contract 22-C2797 between the YMCA of Greater Seattle and the City of Kenmore for youth day camp services Summer 2022 at Wallace Swamp Creek Park and Kenmore Elementary</p> <p>Proposed Council Action/Motion: Motion granting authorization to the City Manager to execute Contract 22-C2797 with the YMCA of Greater Seattle in an amount not to exceed \$244,903.</p>	<p>For Council Meeting Agenda of: 6/13/22</p> <p>Department: Community Development</p> <p>Prepared by: Debbie Bent, Community Development Director and Rita Moreno, Recreation Program Coordinator</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"></th><th style="text-align: right;"><u>Initial & Date</u></th></tr> </thead> <tbody> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">6/9/22 DB</td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;">N/A</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">6/9/22 RK</td></tr> </tbody> </table> <p>Exhibits/Attachments:</p> <ol style="list-style-type: none"> 1. Contract 22-C2797 with the YMCA of Greater Seattle 2. AWC contract with the City of Kenmore for \$244,903 grant funds (this will also be Attachment B to Contract 22-C2797) 		<u>Initial & Date</u>	Approved by Department Head:	6/9/22 DB	Approved by City Attorney:	N/A	Approved by Finance Director:	N/A	Approved by City Manager:	6/9/22 RK
	<u>Initial & Date</u>										
Approved by Department Head:	6/9/22 DB										
Approved by City Attorney:	N/A										
Approved by Finance Director:	N/A										
Approved by City Manager:	6/9/22 RK										
<p><u>INFORMATION/BACKGROUND:</u> Staff are requesting that Council grant the City Manager authorization to execute Contract 22-C2797 with the YMCA of Greater Seattle in an amount of \$244,903. YMCA expenditures will be reimbursed through \$244,903 of grant funds received from the Association of Washington Cities (AWC).</p> <p>The City partnered with the YMCA to apply for a \$250,000 grant to AWC Summer Experiences & Enrichment for Kids Fund (SEEK Fund), which is a program of the Washington Office of Superintendent of Public Instruction (OSPI). A \$244,903 grant was allocated to support new Summer 2022 youth day camp services at Wallace Swamp Creek Park and Kenmore Elementary. The funding will be used to provide 10 weeks of camp and will serve around 700 campers for kids in grades K-5. Camp will be at Kenmore Elementary, with the camp happening both onsite at the school but utilizing the Wallace Swamp Creek Park for hiking and Outdoor Education Experiences. YMCA camps focus on 4 main areas:</p> <p>Independence & Exploration A child's experience at camp, away from family, promotes independence which is integral in helping children develop a sense of identity. Kids learn to become more self-reliant as they explore their interests and discover their inner strengths.</p> <p>Social-Emotional Skills We offer an environment where kids are invited to share their whole selves. Kids build friendships, develop healthy conflict resolution skills, and learn to evaluate risk to make thoughtful decisions.</p> <p>Healthy Living Mindset We bring our expertise in healthy living and youth development together in one place. Encouraging kids to build healthy habits in mind, body, and spirit, are skills learned at camp that will last a lifetime.</p> <p>Connection with Nature Being in nature helps to soothe the senses, increases immunity, and encourages kids to ponder the great mystery of the natural world. Plus, camp is a great motivator to keep kids exploring the environment long after their camp experience</p>											
<p><u>FISCAL CONSIDERATION:</u> Staff time to manage Contract 22-C2797 with the YMCA and manage the AWC SEEK grant. The SEEK fund grant revenue of \$244,903 will be used to reimburse the YMCA \$244,903 expenditures to run the summer program.</p>											
<p><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u> 2021-2022 Council priority #10 foster and create fun.</p>											

City of Kenmore Contract #:22-C2797

Allocated Grant Amount: \$244,903.00

Date Start: 6/1/2022 End: 12/31/2022

**CONTRACT BETWEEN YMCA OF GREATER SEATTLE AND CITY OF KENMORE
FOR PROVISION OF YOUTH DAY CAMP SERVICES DURING THE SUMMER OF
2022 AT WALLACE PARK AND KENMORE ELEMENTARY**

THIS AGREEMENT is entered into on this 14 day of March, 2022, by and between the CITY OF KENMORE, a Washington municipal corporation (“City”), and YMCA of Greater Seattle, a Washington nonprofit organization (“Agency”).

Agency Name:	YMCA of Greater Seattle
Program Name:	Wallace Park & Kenmore Elementary Summer Day Camp
Street Address:	
City, State Zip:	
Agency Contact:	
Agency Phone Number:	
Email Address:	

RECITALS:

WHEREAS, the City has obtained grant funding from AWC and the Washington Office of Superintendent of Public Instruction (OSPI) under the SEEK Fund which is a program for summer experiences and enrichment for children; and

WHEREAS, the City has entered into an agreement with AWC and OSPI to fund these services; and

WHEREAS, the City desires to have the Agency provide such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

- 1. Scope and Schedule of Services to be Performed by Agency.** The Agency shall perform those services described on Exhibit A which is attached hereto and incorporated herein by this reference as if fully set forth herein. In performing such services, the Agency shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

The Agency shall request and obtain prior written approval from the City to modify the scope or schedule in any way.

2. **Grant Agreement binding on Agency.** The grant agreement between AWC and OSPI and the City (hereinafter “Grant Agreement”) is attached hereto as Exhibit B and incorporated herein by this reference as if set forth in full. The funds that City will provide to Agency are paid subject to the City’s full compliance with the Grant Agreement. As the party providing the services for City, Agency agrees that it shall fully comply with the terms of the Grant Agreement, including but not limited to: all financial reporting and record keeping, insurance requirements (including naming OSPI and AWC as additional insureds), confidentiality of records, access to data, time periods for reporting, provision of services, and indemnification. Failure to comply with any of the terms of the Grant Agreement shall be considered a material breach of this Agreement.
3. **Maximum Compensation and Method of Payment.** The City shall pay the Agency for services rendered as described in Exhibit A. The Agency shall submit monthly invoices which meet the reporting requirements set forth in Exhibit B. The total amount to be paid shall not exceed \$244,903.00.
4. **Agency Budget.** The Agency shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement in exchange for the services provided by the Agency as described in Exhibit A. If the Agency desires to amend its budget in any way, it shall request prior written approval from the City.
5. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing March 14, 2022 and ending December 31, 2022. This contract may be terminated at any time, pursuant to the provisions hereinafter specified.
6. **Independent Agency.** Agency and City agree that Agency is an independent Agency with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Agency nor any employee of Agency shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any employee of the Agency. The City makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
7. **Work Performed at the Agency’s Risk.** The Agency shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of providing the services hereunder and shall utilize all protection necessary for that purpose. All services shall be provided at the Agency’s own risk, and the Agency

shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Agency for use in connection with the provision of services.

- 8. Indemnification.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless AWC, OSPI, and the City, along with all of their respective officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

Agency expressly agrees to indemnify, defend, and hold harmless AWC, OSPI and the City for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Agency's performance or failure to perform under the Agreement. Agency's obligation to indemnify, defend, or hold harmless AWC, OSPI and the City shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, OSPI, the City or any of their agents, employees, or officials.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability hereunder shall be only to the extent of the Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance Requirements.

- A. Insurance Term. The Agency shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Agreement and such coverage shall remain in effect through the term of the Agreement.
- B. No Limitation. The Agency's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any

remedy available at law or in equity.

C. Minimum Scope of Insurance. The Agency's required insurance shall be of the types and coverage as stated below:

1. *Automobile Liability* insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. *Commercial General Liability* insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City, AWC, and OSPI shall be named as an additional insured under the Agency's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. *Workers' Compensation* coverage as required by the Industrial Insurance laws of the State of Washington.

D. Minimum Amounts of Insurance. The Agency shall maintain the following insurance limits:

1. *Automobile Liability (Business Automobile Insurance)* with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. *Commercial General Liability* insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products-completed operations aggregate limit, \$1,000,000 personal and advertising injury limit, and \$50,000 fire damage limit (any one fire).

E. City Full Availability of Agency Limits.

If the Agency maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Agency, irrespective of whether such limits maintained by the Agency are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Agency.

F. Other Insurance Provision. The Agency's Automobile Liability and Commercial

General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City, AWC and OSPI. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Agency's insurance and shall not contribute with it.

- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- H. Verification of Coverage. The Agency shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Agency before commencement of the work. Upon request by the City, the Agency shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.
- I. Subcontractors' Insurance. If the Agency utilizes any subcontractors, then the Agency shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Agency-provided insurance as set forth herein, except the Agency shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Agency shall ensure that the City, AWC and OSPI are additional insureds on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
- J. Notice of Cancellation. The Agency shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.
- K. Failure to Maintain Insurance. Failure on the part of the Agency to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Agency to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Agency from the City.

10. Record Keeping and Reporting.

- A. The Agency shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement. Agency will also fully comply with the record keeping and reporting as set forth in the Grant Agreement.

- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with Chapter 40.14 RCW and by the City.

- 11. Audits and Inspections.** The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City or its agents during the performance of this Agreement.
- 12. Termination.** This Agreement may at any time be terminated by the City giving to the Agency thirty (30) days' written notice of the City's intention to terminate the same. Failure to provide products or services on schedule and/or as set forth in Exhibit A may result in contract termination as will failure to comply with the Grant Agreement. If the Agency's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement.
- 13. Force Majeure.** Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement.
- 14. Discrimination Prohibited.** The Agency shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, sexual orientation, or presence of any sensory, mental or physical handicap.
- 15. Assignment and Subcontract.** The Agency shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment without the prior written consent of the City shall be void.

- 16. Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 17. Waiver.** Any waiver by the Agency or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 18. Modification.** This Agreement may only be amended by written agreement signed by both Parties.
- 19. Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.
- 20. Compliance with Laws.** The Agency agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
- 21. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.
- 22. Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
- 23. Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

A. Notices to the City of Kenmore shall be sent to the following address:

City of Kenmore
Attn: Anastasiya Warhol, City Clerk
18120 68th Ave NE
Kenmore, WA 98028
Email: awarhol@kenmorewa.gov Phone: 425-398-8900

B. Notices to the Agency shall be sent to the following address:

Contact Name:
Agency Name:
Street Address:
City, State Zip:
Email: Phone No:

24. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

25. Public Disclosure. Agency understands that this Agreement is with a government agency and thus all records created or used in the course of Agency's provision of services under this Agreement with the City are considered "public records" and are subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Agency agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Agency, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Agency to search its files for responsive records, Agency agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

IN WITNESS WHEREOF, the City and the Agency have executed this Agreement as of the date first above written.

CITY OF KENMORE, WASHINGTON

AGENCY RECEIVING FUNDS

Rob Karlinsey, City Manager

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Kenmore City Attorney's Office

**EXHIBIT A:
SCOPE OF WORK**

Summer 2022 Summer Camp at Kenmore Elementary

Number of Weeks: 10 Weeks of Camp

Dates: June 20th – August 26th

Times: 7:30am – 5:30pm

Locations: Kenmore Elementary (Incoming Kindergartners) & (1st – 5th Graders)

Grades Serving: K-5

Day Camp for grades 1st – 5th would be set up at Kenmore Elementary. Campers will leave 1-2 times per week to go hiking and/or swimming each week.

Kids on Their Way Camp for incoming Kindergartners would be set up at Kenmore Elementary with the camp happening both onsite at the school but utilizing Wallace Swamp Cree Park for hiking and Outdoor Education Experiences.

EXHIBIT B

SEEK Funding Opportunity Subcontractor Funding Agreement (“Grant Agreement”)

Attached

DocuSign Envelope ID: 8E094CEA-014D-4C6A-8753-A08DDF3F73A3

SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities
Service Subcontract (“Subcontract”) with**

City of Kenmore

through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

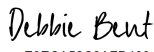
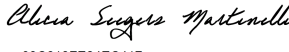
Jurisdiction Name	City of Kenmore
Program Description	1. YMCA ODC

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-28****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor City of Kenmore 18120 68th Ave NE Kenmore, WA 98028 425 485 6966		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Debbie Bent Community Development Director dbent@kenmorewa.gov		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$244903	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # 91-1912254
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR DocuSigned by:  E9ECAS2C3AFD409... 2/14/2022 Date		FOR Association of Washington Cities DocuSigned by:  03C618FE24EC417... 2/16/2022 Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed \$244903 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Subcontract Number 22-28. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

SEEK Funding Opportunity Subcontractor Funding Agreement

SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
 - 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.
- The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.
- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

SEEK Funding Opportunity Subcontractor Funding Agreement

Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

14. Covenant Against Contingent Fees. The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

15. Disputes. In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

SEEK Funding Opportunity Subcontractor Funding Agreement

28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

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

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

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

SEEK Funding Opportunity Subcontractor Funding Agreement

- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

DocuSign Envelope ID: 8E094CEA-014D-4C6A-8753-A08DDF3F73A3

SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A**SEEK Application & Scope of Work*****Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application*****YMCA ODC**

The YMCA of Greater Seattle is committed to providing affordable camps to youth in the South Snohomish and King County areas. Our Outdoor Camp models are unique to the area and provide youth with a chance to experience camp in the outdoors, outdoor education and field trips that focus on hiking, swimming and providing additional outdoor experiences. Our camps all have an SEL curriculum embedded into them and are tailored to the specific age groups that we work with. At Y Camps we know that Camp makes a difference in the lives of kids, and this year, they need these benefits more than ever. From promoting independence and critical thinking to developing social-emotional intelligence and healthy habits, camp offers experiences that will be carried into adulthood. Our camps focus on 4 main areas: Independence & Exploration A child's experience at camp, away from family, promotes independence which is integral in helping children develop a sense of identity. Kids learn to become more self-reliant as they explore their interests and discover their inner strengths. Social-Emotional Skills We offer an environment where kids are invited to share their whole selves. Kids build friendships, develop healthy conflict resolution skills, and learn to evaluate risk to make thoughtful decisions. Healthy Living Mindset We bring our expertise in healthy living and youth development together in one place. Encouraging kids to build healthy habits in mind, body, and spirit, are skills learned at camp that will last a lifetime. Connection with Nature Being in nature helps to soothe the senses, increases immunity, and encourages kids to ponder the great mystery of the natural world. Plus, camp is a great motivator to keep kids exploring the environment long after their camp experience.

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: YMCA ODC

Project Costs	Summer 2022
Staff	\$156340
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$36745
Scholarships or subsidies	\$
Transportation	\$3000
Facilities	\$
Professional Services (please be specific on type of service)	\$37538
Fees (such as entrance fees for field trips)	\$3850
**Meals	\$7700
Other (please specify)	\$
TOTAL	\$244903

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D**Subcontractor Agent(s)**

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address
Agent #1	Agent Address #1
Agent #2	Agent Address #2
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Residential Renter Protection
 Regulations Discussion and Direction

Proposed Council Action/Motion: Council direction
 on residential renter protection regulations

For Council Meeting Agenda of: 6/13/22

Department: Community Development

Prepared by: Debbie Bent, Community Development Director
 and Dawn Reitan, City Attorney

	<u>Initial & Date</u>
Approved by Department Head:	<u>5/31/22</u>
Approved by City Attorney:	<u>5/31/22 (email)</u>
Approved by Finance Director:	<u>N/A</u>
Approved by City Manager:	<u>6/3/22 (email)</u>

Exhibits/Attachments:

- 1) Ordinance 22-0545
- 2) Exhibit 1 to Ordinance 22-0545 Kenmore Municipal Code Regulations (see Attachment #1)
- 3) Summary of state law for just cause eviction protection and comparison of just cause ordinances in other jurisdictions
- 3a) Example regulations for just cause eviction: Unincorporated King County, Seattle, Auburn, and Federal Way
- 4) Summary of state law for right to relocation assistance for low-income tenants
- 4a) Example regulations for relocation assistance for low-income tenants: Bellevue, Mercer Island and Seattle
- 5) Summary of applicable laws regarding a ban on abusive, deceptive, and unfair practices in rental housing
- 5a) Example regulations for ban on abusive, deceptive and unfair practices in rental housing: Unincorporated King County
- 6) Summary of applicable state law regarding, landlord may not require child or person with disability to be a signatory to a lease if the tenant of record is already a signatory
- 7) Summary of state law and fair housing requirements regarding criminal background screening
- 7a) House Bill 17 proposed in 2022 would have prevented the use of criminal history in screening criteria, except under certain circumstances (did not pass).
- 7b House Bill 17 Bill Analysis
- 7c) Fair Housing Poster HUD (posting required under certain circumstances)
- 7d) Fair Housing Poster Seattle & Washington
- 7e) Seattle Municipal Code Chapter 14.09 Use of Screening records in Housing

	8) Municipal Research and Service Center (MRSC) 4/4/22 article by Oskar Rey “Municipal Regulation of Residential Tenancies”
<p><u>INFORMATION/BACKGROUND:</u> At the 6/13/22 Council meeting, staff is seeking Council direction on the following six renter protection regulations.</p> <ol style="list-style-type: none"> 1. Just cause eviction protection 2. Right to relocation assistance for low-income tenants 3. Ban on abusive, deceptive, and unfair practices in rental housing 4. Landlord may not require child or person with disability to be signatory to lease if tenant of record is already a signatory 5. Prohibition on criminal background checks as part of the tenant screening process 6. Rental unit registration program <p>Staff is also seeking Council policy direction on whether to exempt renter protection regulations for landlords renting four or fewer rental units for the above six renter protection regulations and/or renter protection regulations adopted by Ordinance 22-0545 (See Attachments #1 and #2).</p> <p>If Council direction is to move forward with adopting additional renter protections and/or amend previously adopted renter protection regulations, staff would prepare the necessary ordinances for Council action at a future council meeting. A Public Hearing is not required prior to ordinance adoption for renter protect regulations except for right to relocation assistance for low-income tenants, where a Public Hearing is required prior to ordinance adoption.</p> <p><u>KENMORE DATA:</u> The 2019 American Community Survey (ACS) data, gives the following estimates:</p> <ul style="list-style-type: none"> • 2,423 renter-occupied units (27% of the total number of occupied units) • 5,551 renters (+/- 677) in Kenmore. <p>The 2021 Washington State Office of Financial Management (OFM), gives the following estimates:</p> <ul style="list-style-type: none"> • 9,665 total housing units in Kenmore. • 6,625 single-family detached units (69% of total) • 2,753 two or more units (28% of total) • 287 mobile homes (3% of total). <p>The 2018 US Housing and Urban Development Comprehensive Housing Affordability Strategy (CHAS), gives the following estimates:</p> <ul style="list-style-type: none"> • 9% of Kenmore households with >30% of King County median household income (extremely low income) • 9% of households with 30%-50% of median household income (very low income) • 10% of households with 50%-80% of median household income (low income) • 72% of households with < than 80% of median household income (middle and higher income). <p><u>MUNICIPAL RESEARCH AND SERVICE CENTER (MRSC) INFORMATION ON MUNICIPAL REGULATION OF RESIDENTIAL TENANCIES</u> Attachment #8 is an article that provides an overview of recent state law regarding tenant protection measures, a review of some local protection measures and recent case law.</p> <p><u>JUST CAUSE EVICTION PROTECTION:</u> Prevents landlords from evicting tenants without cause and gives specific notice requirements for terminating a tenancy depending on the reason for the termination. At the 2/14/22 regular meeting, Council directed staff to bring back more information on “just cause evictions” and what other jurisdictions have done to close certain exceptions from just cause evictions. See Attachment #3 for a summary of state law regarding just cause</p>	

evictions and exemptions. If Council direction is to move forward with adopting just cause eviction protections and/or removing exceptions, staff would bring forward an ordinance at a future council meeting for consideration.

Examples from other jurisdictions (also see Attachment #3a)

- Federal Way: Adopted just cause protections and removed exemptions - passed by initiative in 2019.
- Auburn: Passed just cause protections and removed exemptions in 2020.
- Seattle: Removed just cause exemptions in its just cause eviction ordinance in 2021.
- Unincorporated King County: Passed just cause protections and removed just cause exemptions in 2021 (King County Code 12.25.030)

Operational Impacts: Minimal. Enforcement would occur by providing tenants with a defense to Unlawful Detainer if a landlord fails to give the proper notice or just cause for eviction or termination of tenancy.

RIGHT TO RELOCATION ASSISTANCE FOR LOW INCOME TENANTS: Requires payment of relocation assistance to low-income tenants who are displaced due to certain events, such as the demolition or substantial renovation of a building, or conversion to condominium. At the 2/14/22 regular meeting, City Council directed staff to bring back more information on low-income tenant relocation assistance, comparable to state law. Relocation assistance would be paid by both the city and the landlord. See Attachment #4 for links to relevant state law and summary. Low-income tenants are defined as tenants whose combined total income per dwelling unit is at or below 50% of the median income, adjusted for family size, in the county where the tenants reside. If Council direction is to move forward with adopting regulations regarding right to relocation assistance for low-income tenants, staff would bring forward an ordinance at a future council meeting for consideration. State law requires Council hold a public hearing prior to adoption of an ordinance to evaluate and determine the amount of relocation assistance to be paid. The ordinance must also include regulations relating to the process for requiring payment of relocation assistance to low-income tenants.

Examples from other jurisdictions (also see Attachment #4a):

- Mercer Island: Requires payment of relocation assistance to low-income tenants for condo conversions
- Bellevue: Requires payment of relocation assistance to low-income tenants only if displaced because of building or land use code enforcement actions initiated by the city
- Seattle: Requires payment of relocation assistance to low-income tenants for all displacement events identified in statute
- Tacoma: Requires relocation assistance to low-income tenants for displacement caused by demolition, substantial rehabilitation, and change of use (RCW 59.18.444), and if dwelling unit condemned or an unlawful dwelling (RCW 59.18.085)

Operational impacts: Timing for potential displacement events is unknown.

- **Budget:** The amount of relocation assistance is determined by the city council after evaluating testimony at the public hearing on relocation expenses displaced tenants would reasonably incur in the city including: moving costs and expenses, advanced payments, utility connection fees and deposits, and additional rent and utility costs. The maximum relocation assistance is \$2,000 (may be adjusted to reflect changes in the housing component of the CPI as published by US Dept. of Labor, Bureau of Labor Statistics). The landlord pays up to 50% and the city would pay the rest. The relocation assistance portion paid by the city may be paid from proceeds collected from the excise tax imposed under RCW [82.46.010](#).
- **Staff/Council time:** Staff time would be necessary each time a property owner/landlord applies for a permit to demolish/substantially renovate a rental property as that would trigger the need for staff to determine if relocation assistance is required. Upon staff determination that relocation assistance is required (or not), a landlord or tenant would have the right to appeal the determination to the Hearing Examiner. The Hearing Examiner's decision on relocation assistance is subject to review by Superior Court. Staff resources and Hearing Examiner resources would be required.
- **Enforcement of relocation assistance** would occur during the permit review process for demolition/substantial renovation of a rental property, but could also include notice and violation under the city's general enforcement procedures (see Attachment #4a)

BAN ON ABUSIVE, DECEPTIVE AND UNFAIR PRACTICES IN RENTAL HOUSING: At the 2/14/22 regular meeting, Council directed staff to bring back more information relating on bans of abusive, deceptive, or unfair rental housing practices, such as taking advantage of a tenant's lack of understanding of their rights. If Council direction is to move forward with adopting regulations regarding a ban on abusive, deceptive, and unfair practices in rental housing, staff would bring forward an ordinance at a future council meeting for consideration. See Attachment #5 for a summary of state law.

Examples from other jurisdictions: Also see Attachment #5a

- **Unincorporated King County:** Landlords are prohibited from unfair, abusive, or deceptive acts or practices. (07/2021)

Operational impacts: Minimal. Enforcement would occur by providing tenants with a defense to Unlawful Detainer if based on such deceptive acts or practices and/or a claim in court for damages for such acts.

LANDLORD MAY NOT REQUIRE CHILD OR PERSON WITH DISABILITY TO BE SIGNATORY TO LEASE IF TENANT OF RECORD IS ALREADY A SIGNATORY: Under these circumstances a landlord cannot require these signatures. At the 2/14/22 regular meeting, Council directed staff to bring back more information. See Attachment #6 for a summary of state law and request for additional information.

Examples from other jurisdictions:

- None

Operational impacts: Minimal. Enforcement would occur by providing tenants with a defense to Unlawful Detainer if based on such acts and/or a claim in court for damages against a landlord for such acts.

PROHIBITION ON CRIMINAL BACKGROUND CHECKS AS PART OF THE TENANT SCREENING PROCESS: State law does not currently prohibit the use of criminal background checks as part of the tenant screening process. House Bill 2017 proposed in 2022 (see Attachments #7a and 7b) would have prevented the use of criminal history in screening criteria, except under certain circumstances but the bill did not pass. The federal Fair Housing Act (FHA) provides protection, equal opportunity, and discrimination free housing on the basis of: race, color, national origin, religion, sex, disability, and familial status. Additionally, the WA Law Against Discrimination (WLAD) gives additional housing protections for marital status, sexual orientation / gender identity, and veteran / military status. Fair Housing posters are required under federal law for certain real estate businesses and HUD-subsidized property owners and by the City of Seattle (see Attachments #7c and 7d). At the 2/14/22 regular meeting, Council directed staff to bring back more information. If Council direction is to move forward with adopting regulations, staff would bring forward an ordinance at a future council meeting for consideration. See Attachment #7 for a summary of state law and relevant fair housing requirements.

Examples from other jurisdictions:

- **City of Seattle:** Seattle - Chap 14.09 SMC: Prohibits landlords from considering an applicant's criminal history, except for those where the applicant was convicted of a sexual offense as an adult and is required to register on a local, state, or federal list. An exception is provided to landlords who rent living space shared with their personal home (room rentals, ADUs – attached or detached). See Attachment #7e
- No other jurisdiction in Washington has adopted the criminal screening policy.
- The model ordinance prepared by the Housing Justice Project/Transit Riders Union does not include a criminal background screening restriction.

Operational impacts: Minimal. Enforcement would occur by providing tenants with a defense to Unlawful Detainer if based on such acts and/or a claim in court for damages against a landlord for such acts.

RENTAL UNIT REGISTRATION PROGRAM: Require registration of rental units. At the 2/14/22 regular meeting, Council directed staff to bring back more information. If Council direction is to move forward with adopting regulations, staff would bring forward an ordinance at a future council meeting for consideration. Staff also needs direction on proposed license fees if Council wishes to move forward with a rental unit registration program.

Examples from other jurisdictions:

City of Auburn: The City requires a rental housing business license for anyone renting a unit, either single-family residential or multi-family residential. A rental housing business license is renewed annually with notices sent out by the City of Auburn at the end of November each year. It is the landlord's responsibility to renew the license by January 1 of each year.

- Owner Occupied Home Rental of Rooms to 2 or more persons: No fee
- Non-Owner-Occupied Home, Single Lease Agreement for Entire Home: Fee \$53
- Non-Owner-Occupied Home: More than One Lease Agreement within Home (a.k.a Communal residence) - Fee: \$150
- Apartments: Fee 1-4 units: \$53; 5-24 units: \$106; >24 units: \$212
- State Licensed Facilities: Adult Family Home, Group Residence, Assisted Care, Foster Care, Nursing Home, Supportive Housing: \$50

City of Burien (2019): An owner or landlord renting or leasing a residential housing unit within Burien city limits shall obtain and maintain a rental housing business license for each rental property complex. The following property rental units are exempt: Single-family residences; mobile or manufactured homes; condominiums and townhomes; hotels, motels, short-term rentals such as Airbnb; institutional housing; shelters and transitional housing; government owned or managed rental units; and accessory dwelling units. The license is obtained through the Department of Revenue. [Burien | Washington Department of Revenue](#)

- 1 through 10 units: \$263.75
- 11 through 50 units: \$659.38
- 51 or more units: \$791.25

City of Mountlake Terrace (2012): Landlords that offer residential rental units, home rentals, duplexes, apartments, and accessory dwelling units (ADUs will have an additional permit with the city). When a landlord registers for a business license only the rental business office location is required to be licensed. The number of rental units is counted citywide. The license is obtained through the Department of Revenue. [Mountlake Terrace | Washington Department of Revenue](#)

- License Fee: \$40
- Rental unit fee: \$1.50 per unit

Operational impacts: Rental registration would be a new city program and would require additional staff resources to administer the program, including outreach and enforcement. The city has a Kenmore business license program with licenses obtained through the Department of Revenue (DOR) website (City of Kenmore fee \$10, DOR administrative fee \$90). Link to City webpage [Business Registration and Licensing | City of Kenmore Washington](#). An Administrative Specialist in the City Manager's office administers this program with oversight from the Assistant City Manager.

Staff notes that the city could utilize DOR for obtaining a Kenmore Rental Business license. Establishing a program with DOR takes several months. Using this approach, staff estimates that a new half-time employee would be needed for program administration, outreach, and enforcement. If a rental registration program is brought entirely "in house", staff estimates that one new full-time employee would be needed for program administration and outreach.

The 2022 monthly salary range (excluding benefits) for an Administrative Specialist is \$4,617-\$6,371 per month (\$55,404-\$76,452 annual salary range). Benefits are an additional 32%. Total annual costs for an Administrative Specialist are between \$73,133.28 to \$100,916.64. Total annual costs for a half-time Administrative Specialist are between \$36,566.64 and \$50,458.32.

The 2019 American Community Survey (ACS) data, estimates there are 2,423 renter-occupied units. Assuming all units are required to register (no exemptions), and assuming the City uses the DOR business license program. Also, assuming an annual Kenmore Rental Business License Fee covers the full costs of a half-time Administrative Specialist, then the License fee would need to be between \$15.09 to \$20.82 per unit (depending on the salary/benefits of the Administrative Specialist).

POLICY DIRECTION ON WHETHER TO EXEMPT RENTER PROTECTION REGULATIONS FOR LANDLORDS RENTING FOUR OR FEWER UNITS: At the 4/18/22, Council meeting, Council passed a motion (4-3) to discuss at the

May 23, 2022, Council meeting, whether to exempt renter protection regulations for landlords renting four or fewer rental units. This policy discussion will occur at the 6/13/22 Council meeting. Staff is seeking policy direction including confirmation of the number of units to be exempt; the type of unit; and which renter protections would be exempted. Based on Council policy direction staff would either bring back additional information and/or an ordinance for Council consideration at a future council meeting.

BACKGROUND: Below are links to Council agenda information where residential tenant protections were discussed. The following link is to the City's website page for Tenant Protections which also includes a link to Frequently Asked Questions (FAQ). [Kenmore Tenant Protections | City of Kenmore Washington](#).

1/8/22 Council Meeting (Council Retreat): Link to 1/8/22 Council Agenda: [Kenmore – Document Center \(civicweb.net\)](#). Residential tenant protection was a discussion topic for the January 2022 Council retreat agenda. A staff memo provided the following: 1. A summary of residential tenant protections in Kenmore and 2. A summary of residential tenant protections adopted by cities in King County, tracked on the King County Regional Affordable Housing Dashboard.

The following is excerpted from the Council Retreat Summary Report, approved by Council 2/28/22 Link to 2/28/22 Council Agenda [Kenmore – Document Center \(civicweb.net\)](#). “The participants next discussed the need for Tenant Protections within Kenmore. It was noted that the city has already done work on protecting tenants from evictions during the Covid Pandemic. It was noted that it may be time to consider a more permanent set of protections going forward. It was noted that other jurisdictions such as King County and the City of Seattle have provided tenant protections in part by funding groups such as the Housing Justice Project and Stay Housed Stay Healthy group. It was noted that there is recent legislation prohibiting income discrimination against renters. It was noted that tenant protections would be important to discuss in the broader context of the housing crisis and the need for a larger housing supply. After a discussion the participants agreed to the following: Agreement Fourteen: The City Manager will meet with staff to determine the nature and timing of bringing back to the City Council a package of possible tenant protections”.

2/14/22 Council Meeting: Link to 2/14/22 Council Agenda [Kenmore – Document Center \(civicweb.net\)](#). Representatives from the Transit Riders Union (Katie Wilson), Housing Justice Project (Edmund Witter), and the Rental Housing Association of Washington (Jim Henderson) attended the meeting to provide information and answer questions. Some councilmembers had expressed interest in regulations in the King County renter protection ordinance and the policies of the Transit Riders Union Stay Housed Stay Healthy Campaign.

At the 2/14/22 Council Meeting, Council did not want to move forward with the following:

- No rent increase if property in poor condition
- Right to live with family
- Rental unit inspection program

At the 2/14/22 Council Meeting, Council direction was to bring forward an ordinance for the following renter protections:

- Increasing notice for rent increases
- Capping late fees
- Capping move-in fees and deposits
- Authorizing tenant payment plans
- Prohibiting the requirement for a Social Security number in screening materials
- Authorizing alteration of rent due date due to tenant's fixed income.

Council was also interested in further discussion of the following renter protections at a future Council meeting. Target date for discussion 5/23/22.

- Just cause eviction protection
- Right to relocation assistance
- Ban on abusive, deceptive, and unfair practices in rental housing
- Landlord may not require child or person with disability to be signatory to lease if tenant of record is already a signatory
- Prohibition on criminal background checks

3/28/22 Council Meeting: Link to 3/28/22 Council Agenda [Kenmore - Document Center \(civicweb.net\)](https://www.civicweb.net)

At the 3/28/22 council meeting, Council adopted Ordinance 22-0545 which included the following residential renter protections.

- Notice of rent increase required: 120 days' notice if rent increase is more than 3% and 180 days if rent increase is more than 10%.
- Cap on late fees: Establishes a cap on any fees for late payment of rent at 1.5% of monthly rent.
- Cap on move in fee: One month's rent.
- Right to Payment Plan: 6 installments if lease < 6 months, or 2 if > 6 months.
- Bars discrimination due to immigration status: Comparable to State Law and Seattle regulations.
- Bars requirement of social security number: Comparable to unincorporated King County regulations.
- Rent due date may be altered due to tenant's fixed income: Comparable to State Law and unincorporated King County regs.

4/18/22 Council Meeting: At the 4/18/22 Council meeting, Council passed a motion (4-3) to discuss at the May 23, 2022, Council meeting, whether to exempt renter protection regulations for landlords renting four or fewer rental units.

5/9/22 Council Meeting: At the 5/9/22 council meeting under Staff Report, staff noted that additional time was needed to bring forward information on additional renter protections for Council discussion/direction. Information would be brought forward at the 6/13/22 council meeting rather than the 5/23/22 council meeting. Policy direction on whether to exempt renter protection regulations for landlords renting four or fewer rental units will also be discussed by Council 6/13/22.

FISCAL CONSIDERATION: Staff time. If Council direction is to move forward with either a rental registration program and/or relocation assistance for low-income tenants, additional resources will be required. At a minimum a half-time employee (Administrative Specialist) to administer the rental registration program, including outreach. The 2022 monthly salary range (excluding benefits) for an Administrative Specialist is \$4,617-\$6,371 per month (\$55,404-\$76,452 annual salary range). Benefits are an additional 32%. Total annual costs for a full-time Administrative Specialist are between \$73,133.28 to \$100,916.64. Total annual costs for a half-time Administrative Specialist are between \$36,566.64 and \$50,458.32.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

2021—2022 Council Priorities: Priority #1 Increase and preserve the options for affordable housing stock Agreement Fourteen in the January 2022 Council retreat report: The City Manager will meet with staff to determine the nature and timing of bringing back to the City Council a package of possible tenant protections.

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 22-0545**

**AN ORDINANCE OF THE CITY OF KENMORE, WASHINGTON,
AMENDING CHAPTER 8.55 OF THE KENMORE MUNICIPAL CODE TO
ADOPT TENANT PROTECTIONS INCREASING NOTICE FOR RENT
INCREASES, CAPPING LATE FEES, CAPPING MOVE IN FEES AND
DEPOSITS, AUTHORIZING TENANT PAYMENT PLANS,
PROHIBITING REQUIREMENT FOR SOCIAL SECURITY NUMBER IN
SCREENING MATERIALS, AND AUTHORIZING ALTERATION OF
RENT DUE DATE DUE TO TENANT'S FIXED INCOME; PROVIDING
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, over the past several years rents in Kenmore and King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) ("*Affordable Housing Task Force Final Report*"), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to "[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness";³ and

WHEREAS, a report by the Seattle Women's Commission and the Housing Justice Project of the King County Bar Association, entitled *Losing Home The Human Cost of Eviction in Seattle* (Sept. 2018) ("*Losing Home Report*")⁴ identifies that: 1) national research shows eviction is one of the leading cause of homelessness; 2) research data shows that 51.7% of tenants evicted were people of color; 3) tenants face steep financial costs resulting from eviction; and 4) 86.5% of eviction filings were for nonpayment of rent and of these, 52% were for one month or less.⁵ and

WHEREAS, the *Losing Home Report* states that "[b]ecause evictions disproportionately impact marginalized communities and have long-lasting harm on individuals as well as the broader

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

³ *Id.* at 8.

⁴ *Losing Home Report* lead authors: Tara Cookson, PhD, Margaret Diddams, PhD, Xochitl Maykovich, and Edmund Witter.

⁵ *Losing Home Report* at 7.

community, it is imperative for local and state governments to take immediate action to address evictions”⁶; and

WHEREAS, in 2019, the City Council adopted Ordinance 19-0484, codified at Chap. 18.55 of the Kenmore Municipal Code (“KMC”), adopting notice of rent increase protections and findings in support of said protections; and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Seattle, Auburn, Burien, Kent, Tukwila, and Federal Way, and King County have adopted tenant protections; and

WHEREAS, at its February 14, 2022, regular meeting, the City Council considered adoption of the following additional tenant protections: 1) increases notice of rent increases; 2) cap on late fees; 3) cap on move in fees and deposits; 3) right to payment plans; 4) prohibit the requirement that social security numbers be given as screening information; and 5) authorization to alter rent due dates due to tenant’s fixed income; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its 2021-2022 Council Priorities: Priority #1 Increase and preserve options for affordable housing stock, and Goal 4 of the *Affordable Housing Task Force Final Report*; and

WHEREAS, the City Council desires to amend Chap. 8.55 KMC to adopt the proposed tenant protections, and finds that adoption of the proposed tenant protections is in the best interests of the residents of Kenmore and will promote the public health, safety and welfare of the City; and

WHEREAS, this Ordinance is adopted pursuant to the City’s police powers and regulatory authority derived from Wash. Const. art. XI, Section 11;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council adopts the recitals set forth above and in Ordinance 19-048, as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. Amendment. The City Council amends Chapter 8.55 of the Kenmore Municipal Code as set forth in Exhibit 1 to this Ordinance, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

⁶ Losing Home Report at 7.

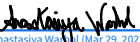
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
28th ____ DAY OF March 2022.

CITY OF KENMORE


Nigel Herzig (Mar 29, 2022 12:00 PDT)


Mayor

ATTEST/AUTHENTICATED:


Anastasiya Warhol (Mar 29, 2022 11:34 PDT)

Anastasiya Warhol, City Clerk

Approved as to form:


Dawn Reitan (Mar 29, 2022 11:35 PDT)

Dawn Reitan, City Attorney

FILED WITH THE CITY CLERK: 3/17/22

PASSED BY THE CITY COUNCIL: 3/28/22

ORDINANCE NO.: 22-0545

DATE OF PUBLICATION: 4/1/22

EFFECTIVE DATE: 4/7/22

EXHIBIT 1 to ORD. 22-0545
Tenant Protections

1. Amendment: Chapter 8.55 of the Kenmore Municipal Code is amended to read as follows:

Chapter 8.55
TENANT PROTECTIONS

Section:

- 8.55.010 Definitions.**
- 8.55.020 Applicability.**
- 8.55.030 Notice of Rent Increase.**
- 8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.**
- 8.55.050 Late fees – limits.**
- 8.55.060 Late fees – specification of dates – notice – accommodation request not a basis for landlord’s refusal to enter rental agreement.**
- 8.55.070 Requirement of social security number by landlord not required but may be requested –tenant not agreeing to provide social security number not a basis for landlord’s refusal to enter rental agreement – allowed information for screening – allowed landlords actions – liability of landlord for violation.**
- 8.55.080 Provisions in violation of restrictions null and void; exemption.**
- 8.55.090 Rental agreement that waives tenant’s remedies prohibited – Exception.**
- 8.55.100 Violation of chapter by landlord – liability.**

8.55.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

B. "Landlord" has the same meaning as RCW 59.18.030(16), as may be amended, and excluding the living arrangements identified in RCW 59.18.040. At the time of passage of the ordinance codified in this chapter, the RLTA defined landlord as the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

C. “Rental agreement” or “lease” has the same meaning as RCW 59.18.030(30), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “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.

D. “Subsidized housing” has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “subsidized housing” as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW [84.52.105](#); or (d) The surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in chapter [43.185C](#) RCW.

E. “Tenant” has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW 59.18.040, and RCW 59.20.030(24), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW 59.20.030 defined “tenant” as any person, except a transient, who rents a mobile home lot.

8.55.020 Applicability.

KMC 8.55.030 through KMC 8.55.100 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

8.55.030 Notice of rent increase.

A. Any *rental agreement* or renewal of a *rental agreement* shall include, or shall be deemed to include, a provision requiring not less than:

1. one hundred twenty (120) days' written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days' written notice for rent increases greater than ten percent (10%).

B. If the *rental agreement* governs *subsidized housing* where the amount of rent is based on the income of the *tenant* or circumstances specific to the subsidized household, the *landlord* shall provide a minimum of thirty (30) days' prior written notice of an increase in the amount of rent to each affected *tenant*.

8.55.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

8.55.050 Late fees - limits.

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

8.55.060 Late fees - specification of dates - notice - accommodation request not a basis for landlord's refusal to enter rental agreement.

A. *Rental agreements* shall include or shall be deemed to include a provision stating that when late fees may be assessed after rent becomes due, the *tenant* may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a *landlord* shall agree to such a proposal if it is submitted in writing and the *tenant* can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the *rental agreement*.

B. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant requests the accommodations specified in Subsection A.

8.55.070 Requirement of social security number by landlord not required but may be requested - tenant not agreeing to provide social security number not a basis for landlord's refusal to enter into rental agreement - allowed information for screening - allowed landlord actions - liability of landlord for violation.

A. A *landlord* shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A *landlord* may request a social security number and screen prospective tenants. A *landlord* shall not refuse to enter into a *rental agreement* with a

prospective tenant because the prospective tenant does not agree to provide a social security number. A *landlord* may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A *landlord* shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results.

B. A *landlord* found in violation of subsection A. of this section shall be liable to such a prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

8.55.080 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of KMC 8.55.030 through KMC 8.55.070 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

8.55.090 Rental agreement that waives tenant's remedies prohibited – Exception.

A. No *rental agreement*, whether oral or written, may provide that the *tenant* waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A *landlord* and *tenant* may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and
2. The agreement may not appear in a standard form written *lease* or *rental agreement*; and
3. There is no substantial inequality in the bargaining position of the two parties; and
4. The attorney for the *tenant* has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section.

8.55.100 Violation of chapter by landlord - liability.

A landlord found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.

Attachment #3 Tenant Protections Topic: Just Cause Evictions

City Council Direction: At the February 14, 2022 regular meeting, City Council directed staff to bring back more information on “just cause evictions” and what other jurisdictions have done to close certain exceptions from just cause evictions.

1. Background

Prior to 2021,¹ residential housing providers (landlords) could end month-to-month tenancies for any reason or none at all (if not retaliatory or discriminatory), to end a residential tenancy, after providing 20 days’ notice. In 2021 the Legislature adopted RCW 59.18.650 [RCW 59.18.650: Eviction of tenant, refusal to continue tenancy, end of periodic tenancy—Cause—Notice—Penalties. \(wa.gov\)](#) which requires landlords to give a good or “just cause” reason to evict a tenant, refuse to continue a tenancy, or end a periodic tenancy (Just Cause Eviction). The law also requires landlords to either offer a new lease term or allow the tenancy to continue month-to-month unless a just cause reason applies.

2. When does Just Cause Eviction Apply?

A landlord may not evict a tenant, refuse to continue a tenancy or end a fixed-term tenancy without “just cause”:

- If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue on a month-to-month (indefinite period) or fixed-term basis after the agreement expires
- If the tenancy is for an indefinite period on a month-to-month or fixed-term basis
- All other tenancies not listed as exceptions to Just Cause Eviction (see below)

Upon the end of a fixed-term tenancy, the tenancy becomes a month-to-month tenancy.

3. What are the “Just Cause” reasons:

A landlord must give one of the following “just causes” to end a residential tenancy, after giving required notice:

- Rent: Failure to pay rent - 14-day notice
- Violation of rental agreement: Substantial breach of material term of rental agreement, subsidized housing program or tenant obligation – 10-day notice
- Repeat rental violations: If tenant receives four or more 10-day notices of violation of rental agreement (see above) in 12-months - 60-day notice
- Waste, nuisance or crime: Committing or permitting waste or nuisance, unlawful activity that affects use and enjoyment of premises – 3-day notice

¹ Seattle adopted certain just cause requirements in 1981.

- Occupancy by landlord: Landlord, in good faith, seeks possession for owner or immediate family to occupy unit as principal residence and no equivalent unit is vacant and available – 90-day notice
- Sale: Owner elects to sell single-family residence – 90-day notice
- Demolish, substantially renovate or change in use: If landlord plans to demolish or substantially rehabilitate premises or change of use – 120-day notice
- Condo conversion: Owner elects to withdraw premises to pursue condo conversion – 120-day notice
- Condemned: Premise have been condemned as uninhabitable by local agency – 30-day notice
- Shared space: Service of notice to vacate when tenant shares dwelling unit or access to common kitchen or bathroom area – 20-day notice
- Failure to renew: Tenant fails to sign new rental agreement offered by landlord – 30-day notice
- Transitional housing: Tenant has aged out of transitional housing program or completed educational or training service program and no longer eligible for housing program – 30-day notice
- Misrepresentation: Tenant intentionally and knowingly misrepresents or omits material information from application that would have resulted in landlord requesting additional information or taking adverse action - 30-day notice
- Business reason: Landlord gives notice to vacate for other good cause prior to end of period or rental agreement and such cause constitutes a legitimate economic or business reason – 60-day notice
- Failure to register: Tenant required to register as sex offender during tenancy, or failed to disclose requirement to register as sex offender when required in the rental application – 60-day notice
- Sexual harassment: Tenant makes unwanted sexual advances or commits other acts of sexual harassment directed at property owner, property manager or employees, or another tenant based on person's race, gender or protected status in violation of a lease term – 20-day notice

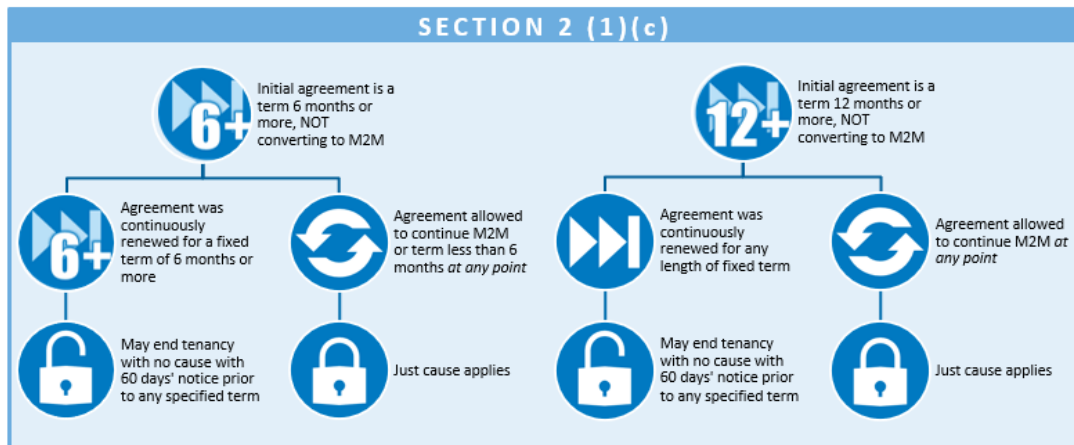
4. What are the exceptions to “Just Cause Eviction”?

Under state law, a landlord does not need to give “just cause” to evict or end the following tenancies:

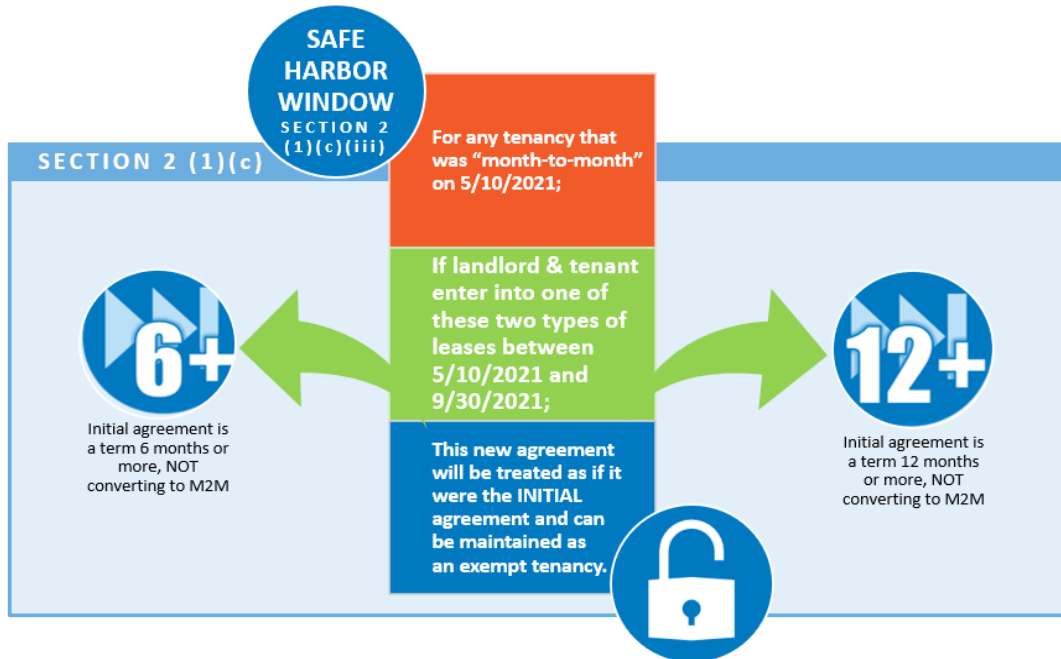
- Agreement for 6 months or more: At the inception of the tenancy, the landlord and tenant have entered into a rental agreement between 6 and 12 months, and the landlord has provided the tenant before end of initial lease at least 60 days’ advance written notice ending tenancy

- Agreement for 12 months or more: If landlord and tenant enter into rental agreement for specified period in which tenancy does not continue for a month-to-month or fixed-term basis after the end of the specific period, then the landlord may end tenancy without cause upon expiration of specified period, only if:
 - At beginning of tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specific period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements of six months or more for a specified period since inception of tenancy;
 - The landlord has provided the tenant before end of the specified period at least 60 days' advance written notice (properly served) that tenancy will be deemed expired at end of specified period; and
 - The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point from the inception of the tenancy. But see below – can convert to exception.
- Conversion to rental agreement from May 10, 2021 – Sept. 30, 2021: For any tenancy of an indefinite period on a month-to-month or periodic basis in existence before May 10, 2021, if the landlord and tenant enter into a rental agreement between May 10, 2021 and Sept. 30, 2021 (3 months following the expiration of the Governor's Proc. 19.6 - Eviction Moratorium) the landlord may terminate without just cause as if the rental agreement was entered into at the inception of the tenancy.

"Just Cause" Termination Exempt Tenancies:²



² The graphic is an excerpt from a Rental Housing Association of WA publication, *Safe Harbor from Statewide Just Cause: Your Clock is Ticking* (Posted by: Christopher Cutting in Advocacy (blog/advocacy)), dated May 20, 2021. Complete publication at: <https://www.rhawa.org/blog/safe-harbor-from-statewide-just-cause>



Miscellaneous:

- A tenant may end a tenancy for a specified time by providing 20 days' notice in writing before end of lease
- Landlord who removes tenant in violation of just cause eviction may be liable to tenant for greater of economic and non-economic damage or three times monthly rent, plus reasonable attorneys' fees and court costs.
- If tenant leaves after Just Cause Eviction, landlord must give notice and opportunity to remaining occupants who resided with the tenant at least six months prior to tenant vacating, to either apply to become a party to the rental agreement or vacate – 30-day notice. Landlord may
 - require occupant to meet the same screening, background, and financial criteria as would any other prospective tenant to continue the tenancy
 - begin unlawful detainer if occupant fails to apply, or application is denied for failure to meet the criteria
 - only end for just cause if occupant becomes a party to the tenancy agreement (not applicable to subsidized housing).
- RCW 59.18.650 [RCW 59.18.650: Eviction of tenant, refusal to continue tenancy, end of periodic tenancy—Cause—Notice—Penalties. \(wa.gov\)](#)

For comparison of different jurisdiction just cause ordinances, see Table - *Notices for Ending Tenancy per State Law and Local Government Ordinances* (WA State, King County, Seattle, Burien, Auburn, Federal Way)³

Notices for Ending a Tenancy per WA State Law and Local Government Ordinances	WA State	King County*	Seattle	Burien	Auburn	Federal Way
3 Day Notice to Quit: Tenant causing waste, nuisance, or unlawful activity and unreasonable interference with enjoyment of the premises.	Yes	Yes	Yes	Yes	Yes	Yes
10 Day Comply or Vacate Notice: Tenant fails to comply with a material term of the rental agreement within 10 days of receiving a notice to comply or vacate.	Yes	Yes	Yes	Yes	Yes	Yes
14 Day Pay or Vacate Notice: Tenant fails to pay rent within 14 days of receiving a notice to pay rent or vacate.	Yes	Yes	Yes	Yes	Yes	Yes
60 Day End of Term Notice with Non-Renewal: No cause required for ending a fixed term tenancy at the end of the term, if the tenancy meets exemption criteria under HB 1236 Section 2(1)(c).	Yes	No	No	No	No	No

End of Tenancy Notice: Cite one or more of the following causes:	WA State	King County*	Seattle	Burien	Auburn	Federal Way
20 Day: The owner seeks to discontinue use of an accessory dwelling unit for which a permit has been obtained.	No	Yes	Yes	No	No	No
20 Day: Tenant's occupancy is conditioned upon employment on	No	No	Yes	Yes	Yes	No

³ The Table is an excerpt from a RHAWA publication, *Making Sense of Good Cause for Ending Tenancy Statewide* (Posted by: Denise Myers, Education (/blog/education), dated July 26, 2021. Complete publication at: [Making Sense of Good Causes for Ending Tenancy - Rental Housing Association of Washington \(rhawa.org\)](https://rhawa.org/publications/making-sense-of-good-causes-for-ending-tenancy/))

End of Tenancy Notice: Cite one or more of the following causes:	WA State	King County*	Seattle	Burien	Auburn	Federal Way
the property and the employment relationship is terminated.						
20 Day: The owner seeks to discontinue use of a housing unit unauthorized by the city after receipt of a notice of violation.	No	No	Yes	Yes	Yes	No
20 Days: An emergency order requiring that the housing unit be vacated and closed has been issued.	No	No	Yes	Yes	Yes	120 days notice
20 Days: Owner or lessor shares the dwelling unit with the tenant (no cause needed).	Yes	Yes	Yes	Yes	Yes	Yes
20 Days: Tenant commits acts of sexual harassment directed at housing providers or another tenant based on the person's race, gender, or other protected status in violation of any covenant or term in the lease.	Yes	Yes	No	No	No	No
30 Days: Premises condemned, and continued habitation would subject the housing provider to civil or criminal penalties.	Yes	Yes	No	No	No	No
30 Days: Tenant fails to sign a new rental agreement with reasonable terms offered at least 30 days prior to the expiration of the current term rental agreement.	Yes	No	No	No	No	No
30 Days: The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit.	No	Yes	Yes	Yes	Yes	No
30 Days: The tenant has an animal declared vicious by the regional animal services.	No	Yes	No	No	No	No

End of Tenancy Notice: Cite one or more of the following causes:	WA State	King County*	Seattle	Burien	Auburn	Federal Way
30 Days: The property is a transitional housing program and the tenant is no longer eligible.	Yes	Yes	No	Yes	No	No
30 Days: Intentional, knowing, and material misrepresentations or omissions made on the tenant's application that would have led to an adverse action.	Yes	Yes	No	No	No	No
60 Days: Tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12 month period.	No	No	Yes	Yes	Yes	Yes
60 Days: Other good cause constituting a legitimate economic or business reason. Court may stay writ of restitution for up to 60 additional days based on tenant circumstances.	Yes	Yes	No	No	No	No
60 Days: Tenant committed four or more substantial violations in a twelve-month period, each leading to the housing provider properly serving a 10-day comply or vacate notice.	Yes	Yes	Yes	Yes	Yes	Yes
60 Days: Tenant is required to register as a sex offender during tenancy or failed to disclose if required at the beginning of tenancy.	Yes	Yes	No	No	No	No
90 Days: Owner elects to sell a single-family residence. Owner must make reasonable attempts to sell within 30 days of the tenant vacating.	Yes	Yes	Yes	Yes	Yes	No
90 Days: Owner or immediate family needs to occupy the unit and no substantially equivalent unit is available in the same building.	Yes	Yes	Yes	Yes	Yes	120 days notice

End of Tenancy Notice: Cite one or more of the following causes:	WA State	King County*	Seattle	Burien	Auburn	Federal Way
Owner/family must occupy the unit at least 60 consecutive days during the 90 days immediately after the tenant vacated.						
120 Days: Owner elects to demolish or substantially rehabilitate the property, change its use or convert apartments to condominiums.	Yes	Yes	Yes	Yes	Yes	Yes
120 Days: Takes property off rental markets at least 24 months.	No	No	No	No	No	Yes

*Applies only in unincorporated King County, meaning areas that are not within any city limits.

RCW 59.18.650 Eviction of tenant, refusal to continue tenancy, end of periodic tenancy—Cause— Notice—Penalties.

[RCW 59.18.650: Eviction of tenant, refusal to continue tenancy, end of periodic tenancy—Cause— Notice—Penalties. \(wa.gov\)](#)

(1)(a) A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (2) of this section and as otherwise provided in this subsection.

(b) If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (2) of this section; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

(i) At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

(ii) The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

(c) If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

(i) At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

(ii) The landlord has provided the tenant before the end of the specified period at least 60 days' advance written notice that the tenancy will be deemed expired at the end of such specified period, served in a manner consistent with RCW 59.12.040; and

(iii) The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point since the inception of the tenancy. However, for any tenancy of an indefinite period in existence as of May 10, 2021, if the landlord and tenant enter into a rental agreement between May 10, 2021, and three months following the expiration of the governor's proclamation 20-19.6 or any extensions thereof, the landlord may exercise rights under this subsection (1)(c) as if the rental agreement was entered into at the inception of the tenancy provided that the rental agreement is otherwise in accordance with this subsection (1)(c).

(d) For all other tenancies of a specified period not covered under (b) or (c) of this subsection, and for tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the tenancy except for the causes enumerated in subsection (2) of this section. Upon the end date of the tenancy of a specified period, the tenancy becomes a month-to-month tenancy.

(e) Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in compliance with the requirements in subsection (2) of this section.

(f) A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days prior to the ending date of the specified time.

(2) The following reasons listed in this subsection constitute cause pursuant to subsection (1) of this section:

(a) The tenant continues in possession in person or by subtenant after a default in the payment of rent, and after written notice requiring, in the alternative, the payment of the rent or the surrender of the detained premises has remained uncomplied with for the period set forth in RCW 59.12.030(3) for tenants subject to this chapter. The written notice may be served at any time after the rent becomes due;

(b) The tenant continues in possession after substantial breach of a material program requirement of subsidized housing, material term subscribed to by the tenant within the lease or rental agreement, or a tenant obligation imposed by law, other than one for monetary damages, and after the landlord has served written notice specifying the acts or omissions constituting the breach and requiring, in the alternative, that the breach be remedied or the rental agreement will end, and the breach has not been adequately remedied by the date specified in the notice, which date must be at least 10 days after service of the notice;

(c) The tenant continues in possession after having received at least three days' advance written notice to quit after he or she commits or permits waste or nuisance upon the premises, unlawful activity that affects the use and enjoyment of the premises, or other substantial or repeated and unreasonable interference with the use and enjoyment of the premises by the landlord or neighbors of the tenant;

(d) The tenant continues in possession after the landlord of a dwelling unit in good faith seeks possession so that the owner or his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available to house the owner or his or her immediate family in the same building, and the owner has provided at least 90 days' advance written notice of the date the tenant's possession is to end. There is a rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice to vacate using this subsection (2)(d) as the cause for the lease ending;

(e) The tenant continues in possession after the owner elects to sell a single-family residence and the landlord has provided at least 90 days' advance written notice of the date the tenant's possession is to end. For the purposes of this subsection (2)(e), an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price by listing it on the real estate multiple listing service. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

(i) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price by listing it on the real estate multiple listing service; or

(ii) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, the landlord rents the unit to someone other than the former tenant, or the landlord otherwise indicates that the owner does not intend to sell the unit;

(f) The tenant continues in possession of the premises after the landlord serves the tenant with advance written notice pursuant to RCW 59.18.200(2)(c);

(g) The tenant continues in possession after the owner elects to withdraw the premises to pursue a conversion pursuant to RCW 64.34.440 or 64.90.655;

(h) The tenant continues in possession, after the landlord has provided at least 30 days' advance written notice to vacate that: (i) The premises has been certified or condemned as uninhabitable by a local agency charged with the authority to issue such an order; and (ii) continued habitation of the premises would subject the landlord to civil or criminal penalties. However, if the terms of the local agency's order do not allow the landlord to provide at least 30 days' advance written notice, the landlord must provide as much advance written notice as is possible and still comply with the order;

(i) The tenant continues in possession after an owner or lessor, with whom the tenant shares the dwelling unit or access to a common kitchen or bathroom area, has served at least 20 days' advance written notice to vacate prior to the end of the rental term or, if a periodic tenancy, the end of the rental period;

(j) The tenant continues in possession of a dwelling unit in transitional housing after having received at least 30 days' advance written notice to vacate in advance of the expiration of the transitional housing program, the tenant has aged out of the transitional housing program, or the tenant has completed an educational or training or service program and is no longer eligible to participate in the transitional housing program. Nothing in this subsection (2)(j) prohibits the ending of a tenancy in transitional housing for any of the other causes specified in this subsection;

(k) The tenant continues in possession of a dwelling unit after the expiration of a rental agreement without signing a proposed new rental agreement proffered by the landlord; provided, that the landlord proffered the proposed new rental agreement at least 30 days prior to the expiration of the current rental agreement and that any new terms and conditions of the proposed new rental agreement are reasonable. This subsection (2)(k) does not apply to tenants whose tenancies are or have become periodic;

(l) The tenant continues in possession after having received at least 30 days' advance written notice to vacate due to intentional, knowing, and material misrepresentations or omissions made on the tenant's application at the inception of the tenancy that, had these misrepresentations or omissions not been made, would have resulted in the landlord requesting additional information or taking an adverse action;

(m) The tenant continues in possession after having received at least 60 days' advance written notice to vacate for other good cause prior to the end of the period or rental agreement and such cause constitutes a legitimate economic or business reason not covered or related to a basis for ending the lease as enumerated under this subsection (2). When the landlord relies on this basis for ending the tenancy, the court may stay any writ of restitution for up to 60 additional days for good cause shown, including difficulty procuring alternative housing. The court must condition such a stay upon the tenant's continued payment of rent during the stay period. Upon granting such a stay, the court must award court costs and fees as allowed under this chapter;

(n)(i) The tenant continues in possession after having received at least 60 days' written notice to vacate prior to the end of the period or rental agreement and the tenant has committed four or more of the following violations, other than ones for monetary damages, within the preceding 12-month period, the tenant has remedied or cured the violation, and the landlord has provided the tenant a written warning notice at the time of each violation: A substantial breach of a material program requirement of subsidized housing, a substantial breach of a material term subscribed to by the tenant within the lease or rental agreement, or a substantial breach of a tenant obligation imposed by law;

(ii) Each written warning notice must:

(A) Specify the violation;

- (B) Provide the tenant an opportunity to cure the violation;
- (C) State that the landlord may choose to end the tenancy at the end of the rental term if there are four violations within a 12-month period preceding the end of the term; and
- (D) State that correcting the fourth or subsequent violation is not a defense to the ending of the lease under this subsection;
- (iii) The 60-day notice to vacate must:
 - (A) State that the rental agreement will end upon the specified ending date for the rental term or upon a designated date not less than 60 days after the delivery of the notice, whichever is later;
 - (B) Specify the reason for ending the lease and supporting facts; and
 - (C) Be served to the tenant concurrent with or after the fourth or subsequent written warning notice;
- (iv) The notice under this subsection must include all notices supporting the basis of ending the lease;
- (v) Any notices asserted under this subsection must pertain to four or more separate incidents or occurrences; and
- (vi) This subsection (2)(n) does not absolve a landlord from demonstrating by admissible evidence that the four or more violations constituted breaches under (b) of this subsection at the time of the violation had the tenant not remedied or cured the violation;
- (o) The tenant continues in possession after having received at least 60 days' advance written notice to vacate prior to the end of the rental period or rental agreement if the tenant is required to register as a sex offender during the tenancy, or failed to disclose a requirement to register as a sex offender when required in the rental application or otherwise known to the property owner at the beginning of the tenancy;
- (p) The tenant continues in possession after having received at least 20 days' advance written notice to vacate prior to the end of the rental period or rental agreement if the tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant based on the person's race, gender, or other protected status in violation of any covenant or term in the lease.
- (3) When a tenant has permanently vacated due to voluntary or involuntary events, other than by the ending of the tenancy by the landlord, a landlord must serve a notice to any remaining occupants who had coresided with the tenant at least six months prior to and up to the time the tenant permanently vacated, requiring the occupants to either apply to become a party to the rental agreement or vacate within 30 days of service of such notice. In processing any application from a remaining occupant under this subsection, the landlord may require the occupant to meet the same screening, background, and financial criteria as would any other prospective tenant to continue the

tenancy. If the occupant fails to apply within 30 days of receipt of the notice in this subsection, or the application is denied for failure to meet the criteria, the landlord may commence an unlawful detainer action under this chapter. If an occupant becomes a party to the tenancy pursuant to this subsection, a landlord may not end the tenancy except as provided under subsection (2) of this section. This subsection does not apply to tenants residing in subsidized housing.

(4) A landlord who removes a tenant or causes a tenant to be removed from a dwelling in any way in violation of this section is liable to the tenant for wrongful eviction, and the tenant prevailing in such an action is entitled to the greater of their economic and noneconomic damages or three times the monthly rent of the dwelling at issue, and reasonable attorneys' fees and court costs.

(5) Nothing in subsection (2)(d), (e), or (f) of this section permits a landlord to end a tenancy for a specified period before the completion of the term unless the landlord and the tenant mutually consent, in writing, to ending the tenancy early and the tenant is afforded at least 60 days to vacate.

(6) All written notices required under subsection (2) of this section must:

(a) Be served in a manner consistent with RCW 59.12.040; and

(b) Identify the facts and circumstances known and available to the landlord at the time of the issuance of the notice that support the cause or causes with enough specificity so as to enable the tenant to respond and prepare a defense to any incidents alleged. The landlord may present additional facts and circumstances regarding the allegations within the notice if such evidence was unknown or unavailable at the time of the issuance of the notice.

Attachment 3a: Just Cause Regulation Examples from Other Jurisdictions

Unincorporated King County Just Cause Regulations Chapter 12.25 Tenant Protections

[Title 12 Public Peace, Safety and Morals - King County](#)

12.25.030 Just causes for landlord's eviction, refusing to continue tenancy or termination of tenancy - waiver of rights void - serving of termination notice - notice for eviction, refusing to continue tenancy or termination of tenancy - carrying out reason or condition necessary for landlord to remove or cause to remove tenant - landlord's rights to unlawful detainer action pursuit by landlord not affected or limited.

A. In addition to the just causes allowed under state law, a landlord shall not evict a tenant, refuse to continue a tenancy or terminate a tenancy except for the just causes enumerated and otherwise provided under this section:

1. The tenant continues in possession after the tenant fails to comply with:
 - a. a notice to pay rent or vacate in accordance with RCW 59.12.030(3);
 - b. a notice to comply or vacate in accordance with RCW 59.12.030(4); or
 - c. a notice to vacate for waste, nuisance, including a drug-related activity nuisance in accordance with chapter 7.43 RCW, or maintenance of an unlawful business or conduct in accordance with RCW 59.12.030(5);
2. The tenant fails to comply with a ten-day notice to comply or vacate requiring compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW;
3. The tenant continues in possession after the landlord seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the landlord has given the tenant at least ninety days' advance written notice of the date the tenant's possession is to end. For the purposes of this subsection A.3., "immediate family" includes the owner's domestic partner registered under chapter 26.60 RCW or the owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of the owner's spouse or of the owner's domestic partner. There is a rebuttable presumption of a violation of this subsection A.3. if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least sixty consecutive days during the ninety days immediately after the tenant vacated the unit in accordance with a notice of termination or eviction using this subsection A.3. as the cause for eviction;
4. The tenant continues in possession after the owner elects to sell a single-family dwelling unit and gives the tenant at least ninety days' written notice before the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month-to-month, with the last day of a monthly period. For the purposes of this subsection A.4., an owner "elects to sell" when the owner, at a minimum, lists the dwelling for sale at fair market value, such as with a realty agency or advertising in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:
 - a. within thirty days after the tenant has vacated, the owner does not list the single-family dwelling for sale at fair market value, or
 - b. within ninety days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the sales market, rents the unit to someone other than the former tenant or otherwise indicates that the owner does not intend to sell the unit;

5. The tenant continues in possession after the landlord seeks to do substantial rehabilitation in the building, but only if the owner or designee submitted a complete application for at least one permit required under K.C.C. Title 16 for the rehabilitation. The landlord shall serve the tenant with advance written notice in accordance with RCW 59.18.200(2)(c). Substantial rehabilitation has the same meaning as "substantially rehabilitate" in RCW 59.18.200(2)(c);

6. The tenant continues in possession after the landlord:

a. elects to demolish the building, convert it to a cooperative or convert it to a nonresidential use, though the owner or designee must obtain a permit necessary to demolish before terminating any tenancy. The landlord shall serve the tenant with advance written notice in accordance with RCW 59.18.200(2)(c); or

b. elects to withdraw the premises to pursue a conversion in accordance with RCW 64.34.440 or RCW 64.90.655. The landlord shall serve the tenant with advance written notice in accordance with RCW 64.34.440 and RCW 64.90.655;

7.a. The tenant continues in possession after the landlord seeks to reduce the number of occupants who reside in one dwelling unit to comply with the legal limit, and:

(1) the landlord has served the tenants with a thirty-day written notice, informing the tenants that the number of occupants exceeds the legal limit and must be reduced to the legal limit; however, a thirty-day notice is not required if the number of occupants was increased above the legal limit without the knowledge or consent of the landlord;

(2) after expiration of the thirty-day notice required by subsection A.7.a.(1) of this section, or any time after receipt of the notice and order if a thirty-day notice is not required in accordance with subsection A.7.a.(1) of this section, the landlord has served the tenants and the tenants have failed to comply with a ten-day notice to comply with the maximum legal limit on the number of occupants or vacate; and

(3) if there is more than one rental agreement for the unit, the landlord may choose which agreements to terminate; however, the landlord may terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants.

b. For any violation of the maximum legal limit on the number of individuals allowed to reside in a dwelling unit that occurred with the knowledge or consent of the landlord, upon creation of a relocation assistance program, the landlord is required to pay relocation assistance to the tenant or tenants of each such a unit as the program dictates;

8. The tenant continues in possession after the landlord seeks to discontinue residential use of an accessory dwelling unit;

9. The tenant continues in possession after a landlord or owner receives a notice and order issued under K.C.C. Title 16 or 23 and violations identified in the notice and order have not been corrected, but only if the notice and order restricts the tenant's ability to reside in the dwelling unit. The landlord shall be required to make a showing of medical or financial hardship to the tenant that the landlord could not correct the violations identified in the notice order. However, the tenant may elect to repair and stay in the dwelling unit as set forth in RCW 59.18.100;

10.a. The tenant continues in possession after the owner intends to discontinue leasing to a tenant of the owner's own dwelling unit in which the owner resides;

b. The owner intends to evict a tenant, to refuse to continue a tenancy, or to terminate the tenancy of an accessory dwelling unit accessory to the dwelling unit in which the owner resides; or

c. The owner seeks to evict a tenant, refuse to continue a tenancy, or terminate the tenancy in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot;

11.a. The tenant continues in possession after the tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises. For purposes of this subsection A.11., a person has "engaged in criminal activity" if the person:

(1) engages in a drug-related activity that would constitute a violation of chapters 69.41, 69.50 or 69.52 RCW;

(2) engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of any person. An activity substantially affects the health or safety of other tenants or the landlord if:

(a) the activity is imminently hazardous to the physical safety of any person;

(b) the activity entails physical assaults upon another person that result in an arrest; or

(c) the activity entails the unlawful use of a firearm or other deadly weapon, as defined in RCW 9A.04.110, that results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352; or

(3) The activity renders people in at least two or more dwelling units or residences insecure in life or the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences.

b. In determining whether a tenant's activity substantially effects the health or safety of other tenants or the landlord, a court may consider the totality of the circumstances, including factors such as whether there have been a significant number of complaints to the landlord about the tenant's activities at the property, damage done by the tenant to the property, including the property of other tenants or neighbors, harassment or threats made by the tenant to other tenants or neighbors that have been reported to law enforcement agencies, any police incident reports involving the tenant, and the tenant's criminal history.

c. Nothing in this subsection A.11. shall authorize the termination of tenancy or eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon; or

12. The tenant continues in possession after the tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident or guest:

i. Knowingly allows to reside in the dwelling unit, without receiving written consent from a landlord before moving into the dwelling unit, an animal that has been declared vicious by the manager of the regional animal services section in accordance with K.C.C. Title 11; or

ii. Knowingly continues to maintain in the dwelling unit an animal that is declared vicious by the manager of the regional animal services section in accordance with K.C.C. Title 11 during the terms of the rental agreement.

B. Any rental agreement provision that waives or purports to waive any right created by this chapter shall be deemed void and of no lawful force or effect. No rental agreement may provide that the tenant agrees to waive or to forgo rights or remedies under this ordinance. A provision prohibited in this ordinance included in a rental agreement is unenforceable. If a landlord knowingly uses a rental agreement containing provisions known by the landlord to be prohibited, the tenant may recover actual damages sustained by the tenant, and exemplary damages not to exceed two times the monthly rent charged for the unit, and reasonable litigation costs and attorneys' fees.

C. Whenever a termination notice is required by law, a landlord refusing to continue a tenancy or seeking to terminate a tenancy protected by this chapter shall serve the notice in a manner consistent with RCW 59.12.040 and identify the facts and circumstances known and available to the landlord at the time of the issuance of the notice that support the cause or causes with enough specificity so as to enable the tenant to respond and prepare a defense to any incidents alleged. The landlord may present additional facts and circumstances regarding the noticed allegations if such evidence was unknown or unavailable at the time of the issuance of the notice.

D. Landlords shall provide at least thirty days' written notice when evicting a tenant, refusing to continue a tenancy or terminating a tenancy for a just cause enumerated in subsection A. of this section, unless a longer noticing period is required by state law or the rental agreement.

E. It shall be a violation of this chapter for any landlord to remove or cause to remove a tenant from a dwelling unit using a notice that references subsection A.3., 4., 5. or 6. of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such a tenancy within sixty days after the tenant has vacated, unless another time frame is specified in subsection A.3., 4., 5. or 6. of this section.

F. Nothing in this chapter is intended to affect or limit a landlord's rights to pursue an action for unlawful detainer as defined by RCW 59.12.030, except as specifically set forth in this chapter. (Ord. 19311 § 5, 2021).

City of Seattle Just Cause Regulations Chapter 22.205

[Chapter 22.205 - JUST CAUSE EVICTION | Municipal Code | Seattle, WA | Municode Library](#)

Chapter 22.205 JUST CAUSE EVICTION

22.205.010 Reasons for termination of tenancy

Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), an owner may not evict a residential tenant 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). An owner of a housing unit shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the owner can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, an owner may not evict a residential tenant from a rental housing unit if: the unit is not registered with the Seattle Department of Construction and Inspections if required by Section 22.214.040; the landlord has failed to comply with subsection 7.24.030.J as required and the reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period; or if Sections 22.205.080, 22.205.090, or 22.205.110 provide the tenant a defense to the eviction.

An owner is in compliance with the registration requirement if the rental housing unit is registered with the Seattle Department of Construction and Inspections before issuing a notice to terminate tenancy. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this Chapter 22.205:

A. The tenant fails to comply with a 14 day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

B. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12 month period;

C. The tenant fails to comply with a ten day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW;

D. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12 month period;

E. The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The Director may reduce the time required to give notice to no less than 20 days if the Director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Chapter 22.205, "Immediate family" includes the owner's domestic partner registered pursuant to Section 1 of Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There is a rebuttable presumption of a violation of this subsection 22.205.010.E if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

F. The owner elects to sell a single-family dwelling unit and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental

agreement, or if the agreement is month to month, with the last day of a monthly period. The Director may reduce the time required to give notice to no less than 60 days if the Director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this Chapter 22.205, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

1. Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or

2. Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

G. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

H. The owner seeks to do substantial rehabilitation in the building; provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210 and at least one permit necessary for the rehabilitation, other than a Master Use Permit, before terminating the tenancy;

I. The owner (i) elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use; provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210 and a permit necessary to demolish or change the use before terminating any tenancy, or (ii) converts the building to a condominium provided the owner complies with the provisions of Sections 22.903.030 and 22.903.035;

J. The owner seeks to discontinue use of a housing unit unauthorized by Title 23 after receipt of a notice of violation. The owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1. \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the County median income, or
2. Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the County median income;

K. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit, as required by Title 23, and:

1. a. The number of such individuals was more than is lawful under the current version of Title 23 but was lawful under Title 23 or Title 24 on August 10, 1994;
- b. That number has not increased with the knowledge or consent of the owner at any time after August 10, 1994; and
- c. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents.
2. The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit,
3. After expiration of the 30 day notice, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the limit on the number of occupants or vacate, and
4. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that, the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;
- L. 1. The owner seeks to reduce the number of individuals who reside in one dwelling unit to comply with the legal limit after receipt of a notice of violation of the Title 23 restriction on the number of individuals allowed to reside in a dwelling unit, and:
 - a. The owner has served the tenants with a 30 day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; provided that no 30 day

notice is required if the number of tenants was increased above the legal limit without the knowledge or consent of the owner;

b. After expiration of the 30 day notice required by subsection 22.205.010.L.1.a, or at any time after receipt of the notice of violation if no 30 day notice is required pursuant to subsection 22.205.010.L.1.a, the owner has served the tenants with and the tenants have failed to comply with a ten day notice to comply with the maximum legal limit on the number of occupants or vacate; and

c. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the option of the owner, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit.

2. For any violation of the maximum legal limit on the number of individuals allowed to reside in a unit that occurred with the knowledge or consent of the owner, the owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

a. \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

b. Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

M. The owner seeks to discontinue use of an accessory dwelling unit for which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a notice of violation of the development standards provided in those sections. The owner is required to pay relocation assistance to the tenant household residing in such a unit at least two weeks prior to the date set for termination of the tenancy, at the rate of:

1. \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the county median income, or

2. Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the county median income;

N. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to Section 22.206.260 and the emergency conditions identified in the order have not been corrected;

O. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit authorized pursuant to Sections 23.44.041 and 23.45.545 that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection 22.205.010.O does not apply if the owner has received a notice of violation of the development standards of Section 23.44.041. If the owner has received such a notice of violation, subsection 22.205.010.M applies;

P. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the Seattle Department of Construction and Inspections has recorded receipt of a copy of the notice of termination. For purposes of this subsection 22.205.010.P, a person has "engaged in criminal activity" if the person:

1. Engages in drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or
2. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

([Renumbered from 22.206.160.C.1]; Ord. 126075 , § 2, 2020; Ord. 126041 , § 1, 2020; Ord. 125954 , § 1, 2019; Ord. 125901 , § 4, 2019; Ord. 125343 , § 11, 2017 [style update]; Ord. 124919 , § 78, 2015 [department name change and other cleanup]; Ord. 124862 , § 1, 2015; Ord. 124738 , § 1, 2015; Ord. 123564 , § 3, 2011 [cleanup]; Ord. 123141 , § 1, 2009; Ord. 122728 , § 1, 2008; Ord. 121408 , § 1, 2004; Ord. 121276 , § 19, 2003 [department name change]; Ord. 119617 , § 1, 1999 [cross-reference and department name update]; Ord. 118441 , § 2, 1996; Ord. 117942 , § 2, 1995; Ord. 117570 , § 2, 1995 [removing reference to Title 24]; Ord. 115877 , § 1, 1991; Ord. 115671 , § 17, 1991; Ord. 114834 , § 2, 1989; Ord. 113545 , § 5, 1987.)

22.205.020 Waivers

Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this Chapter 22.205 shall be deemed void and of no lawful force or effect.

([Renumbered from 22.206.160.C.2]; Ord. 125343 , § 11, 2017 [cross-reference update]; Ord. 123564 , § 3, 2011 [cross-reference update]; Ord. 113545 , § 5, 1987.)

22.205.030 Termination notices in writing

With any termination notices required by law, owners terminating any tenancy protected by this Chapter 22.205 shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

([Renumbered from 22.206.160.C.3]; Ord. 124919 , § 78, 2015 [style update]; Ord. 123564 , § 3, 2011 [style update]; Ord. 117570 , § 2, 1995 [style update]; Ord. 113545 , § 5, 1987.)

22.205.040 Owner's intent to carry out stated reason for eviction

If a tenant who has received a notice of termination of tenancy claiming subsection 22.205.010.E, 22.205.010.F, or 22.205.010.M as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the Director, then the owner must, within ten days of

being notified by the Director of the complaint, complete and file with the Director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

([Renumbered from 22.206.160.C.4]; Ord. 124919 , § 78, 2015 [style update]; Ord. 123564, § 3, 2011 [style update]; Ord. 117942 , § 2, 1995.)

22.205.050 Defense related to lack of just cause

In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this Chapter 22.205.

([Renumbered from 22.206.160.C.5]; Ord. 124919 , § 78, 2015 [style update]; Ord. 123564, § 3, 2011 [style update]; Ord. 118441 , § 2, 1996; Ord. 115877 , § 1, 1991; Ord. 114834 , § 2, 1989; Ord. 113545, § 5, 1987.)

22.205.060 Owner's failure to carry out stated reason for eviction

It shall be a violation of this Chapter 22.205 for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice that references subsections 22.205.010.E, 22.205.010.F, 22.205.010.H, 22.205.010.K, 22.205.010.L, or 22.205.010.M as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

([Renumbered from 22.206.160.C.6]; Ord. 126041 , § 1, 2020 [grammar correction]; Ord. 124919 , § 78, 2015 [style update]; Ord. 123564, § 3, 2011 [style update]; Ord. 117570 , § 2, 1995 [style update]; Ord. 115671 , § 17, 1991.)

22.205.070 Damages for certain failures to carry out stated reason for eviction

An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsections 22.205.010.E, 22.205.010.F or 22.205.010.H as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

([Renumbered from 22.206.160.C.7]; Ord. 124919 , § 78, 2015 [style update]; Ord. 123564, § 3, 2011 [style update]; Ord. 117942 , § 2, 1995.)

22.205.080 Defense related to certain evictions that would result in vacating between December 1 and March 1

Except as provided in subsection 22.205.080.D, it is a defense to eviction if:

A. The eviction would result in the tenant having to vacate the housing unit at any time between December 1 and March 1; and

B. The tenant household is a moderate-income household as defined in Section 23.84A.016; and

C. The housing unit that the tenant would have to vacate is owned by a person who owns more than four rental housing units in The City of Seattle. For purposes of this subsection 22.205.080.C, "owns" includes having an ownership interest in the housing units.

D. If the reason for termination of the tenancy is due to conditions described in subsections 22.205.010.E, 22.205.010.F provided that the tenant was provided at least 90 days' written notice prior to the date set for vacating the unit, 22.205.010.J, 22.205.010.K, 22.205.010.L, 22.205.010.M, 22.205.010.N, 22.205.010.O, or 22.205.010.P, or if the reason for termination is due to the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5) or because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner, the eviction may occur as otherwise allowed by law.

E. A rent mitigation fund is created to provide funds to eligible low-income tenant households at risk of residential eviction during the period described in this Section 22.205.080, if other sources of funds are not available to assist the tenant, or to provide financial assistance to a non-profit corporation or other housing provider that cannot evict a tenant from a rental housing unit during the period described in this Section 22.205.080 because the unit is subject to restrictions on tenant incomes or rent as a condition of that assistance.

1. Tenant eligibility. To be eligible to receive funds, (1) the reason for termination must include nonpayment of rent; and (2) the tenant household must be a low-income household as defined in Section 23.84A.016; and (3) the tenant must demonstrate that the tenant does not have the financial resources to avoid eviction; and (4) the tenant must request mitigation funds on or before the date a writ of restitution is executed.

2. Housing provider eligibility. To be eligible to receive funds the housing provider shall (1) demonstrate that an eviction was delayed during this period because the tenant raised the defense described in this Section 22.205.080; and (2) demonstrate that the tenant does not have financial resources available to pay rent during the period described in this Section 22.205.080; and (3) demonstrate that the tenant resides in a unit that is subject to restrictions on tenant incomes or rent; and (4) sign an agreement stating that the housing provider will not report the tenant's delinquency on rent payment to credit reporting agencies.

3. The Director shall have rulemaking authority to administer the fund. This authority includes the ability to have the fund administered by a public or private organization having experience administering or capable of administering similar tenant assistance programs. If by rule the Director determines that payments shall be made directly to a landlord, the landlord shall sign an agreement with the Director prior to payment stating that the landlord will not report the tenant's delinquent rent payment to credit reporting agencies.

4. The availability of funds is subject to the existence of budget appropriations for that purpose. A request for funding shall be denied if insufficient funds are available. The City is not civilly or criminally liable for failure to provide funding and no penalty or cause of action may be brought against the City resulting from the provision or lack of provision of funds.

5. When a landlord issues a notice to terminate tenancy due to nonpayment of rent, the notice must contain information to the tenant about how to access the tenant mitigation fund. The landlord is not required to provide this information if insufficient funds have been appropriated by the City Council to provide the funds for mitigation. The information for the notice shall be adopted by the Seattle Department of Construction and Inspections by rule.

([Renumbered from 22.206.160.C.8]; Ord. 126041 , § 1, 2020.)

22.205.090 Defense related to 2020 eviction moratorium

A. Subject to the requirements of subsection 22.205.090.B, it is a defense to eviction if the eviction would result in the tenant having to vacate the housing unit within six months after the termination of the Mayor's eviction moratorium, and if the reason for terminating the tenancy is:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3) for rent due during, or within six months after the termination of, the Mayor's residential eviction moratorium; or
2. The tenant habitually fails to pay rent resulting in four or more pay-or-vacate notices in a 12-month period.

For purposes of this Section 22.205.090, "termination of the Mayor's residential eviction moratorium" means termination of subsection 1.C (creating a defense to a pending eviction action) of the moratorium on residential evictions ordered by the Mayor's civil emergency order, as amended by the Council in Resolution 31938 on March 16, 2020.

B. The tenant may invoke the defense provided in subsection 22.205.090.A only if the tenant has submitted a declaration or self-certification asserting the tenant has suffered a financial hardship and is therefore unable to pay rent.

C. If a landlord issues a notice to terminate a tenancy due to a reason listed in subsections 22.205.090.A.1-2, and if the landlord issues that notice within six months after the termination of the Mayor's residential eviction moratorium, the notice must contain the following statement: "If you cannot pay rent, during or within 6 months after the end of the Mayor's moratorium on evictions, your inability to pay is a defense to eviction that you may raise in court." It is a defense to eviction if the notice does not contain that statement.

D. An award of attorneys' fees and statutory court costs to a landlord arising from an eviction proceeding arising from a notice to terminate a tenancy due to a reason listed in subsections 22.205.090.A.1-2 is prohibited unless otherwise allowed by law.

([Renumbered from 22.206.160.C.9]; Ord. 126075 , § 2, 2020.)

22.205.100 Defense related to financial hardship in 2020 civil emergency

A. Subject to the requirements of subsection 22.205.100.B, it is a defense to eviction if the tenant fails to pay rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, the tenant has suffered a financial hardship during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, and the reason for terminating the tenancy is:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3) for rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020; or

2. The tenant habitually fails to pay rent resulting in four or more pay-or-vacate notices in a 12-month period.

B. The tenant may invoke the defense provided in subsection 22.205.100.A only if the tenant submits a declaration or self-certification asserting the tenant has suffered a financial hardship and was therefore unable to pay rent during the civil emergency proclaimed by Mayor Durkan on March 3, 2020.

C. If a landlord issues a notice to terminate a tenancy due to a reason listed in subsection 22.205.100.A.1 or subsection 22.205.100.A.2, and if the notice is based on a failure to pay rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, the notice must contain the following statement: "If you cannot pay rent due during the civil emergency proclaimed by Mayor Durkan on March 3, 2020, your inability

to pay is a defense to eviction that you may raise in court." It is a defense to eviction if the notice does not contain that statement.

([Renumbered from 22.206.160.C.10]; Ord. 126368 , § 1, 2021.)

22.205.110 Defense related to certain vacating during school year

A. Except as provided in subsection 22.205.110.B, it is a defense to eviction if:

1. The eviction would result in the tenant having to vacate the housing unit during the school year; and

2. The tenant is any of the following:

a. A child or student; or

b. A person having legal custody of a child or student, including but not limited to the child's or student's parent, step-parent, adoptive parent, guardian, foster parent, or custodian; or

c. An educator.

B. The eviction may occur as otherwise allowed by law if the reason for terminating the tenancy is due to: conditions described in subsections 22.205.010.E, 22.205.010.J, 22.205.010.K, 22.205.010.L, 22.205.010.M, 22.205.010.N, 22.205.010.O, or 22.205.010.P; the tenant's failure to comply with a three day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW; or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5).

C. For purposes of this Section 22.205.110:

1. "Child or student" means any person either under the age of 18 years or currently enrolled in a school.

2. "Educator" means any person who works at a school in Seattle as an employee or independent contractor of the school or its governing body, including but not limited to all teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.

3. "School" means any child care, early childhood education and assistance program, or head start facility, and any public, private, or parochial institution that provides educational instruction in any or all of the grades and age groups up to and including twelfth grade.

4. "School year" means the period from (and including) the first day of the academic year to the last day of the academic year, as set by Seattle School District No. 1, or its successor, on its calendar for first through twelfth grade students. If for those grades there are multiple dates for the first day or last day of the academic year, the earliest and latest dates, respectively, shall define the period.

([Renumbered from 22.206.160.C.11]; Ord. 126369 , § 1, 2021.)

22.205.120 Rescission of certain tenancies

If a tenant has agreed to terminate a tenancy, including but not limited to termination within a rental agreement or in a separate termination agreement, the tenant may rescind that agreement to terminate a tenancy:

A. Within ten business days after signing the agreement by delivering written notice of rescission to the landlord, unless subsection 22.205.120.C applies; or

B. More than ten business days after signing the agreement by delivering written notice of rescission to the landlord if the tenant signed the agreement: without representation by an attorney or other tenant advocate; or outside of a proceeding mediated by a neutral third party.

C. Nothing in this Section 22.205.120 shall be interpreted or applied so as to create any power or duty in conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this Section 22.205.120.

([Renumbered from 22.206.160.C.12]; Ord. 126370 , § 1,

Federal Way Just Cause Regulations

[Chapter 20.05 FEDERAL WAY GOOD CAUSE EVICTION ORDINANCE \(codepublishing.com\)](#)

Chapter 20.05 FEDERAL WAY GOOD CAUSE EVICTION ORDINANCE¹

Sections:

- 20.05.010 Findings.**
- 20.05.020 Establishing a defense to eviction where the landlord violates tenant protection laws or lacks good cause to terminate the tenancy.**
- 20.05.030 Prohibiting retaliatory evictions.**
- 20.05.040 Prohibiting evictions based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.**
- 20.05.050 Prohibiting retaliation and discrimination in lease renewal actions.**
- 20.05.060 Adopting penalties and procedures.**
- 20.05.070 Definitions.**
- 20.05.080 Miscellaneous.**

20.05.010 Findings.

(1) The people of the city of Federal Way hereby adopt the citizen initiative codified in this chapter for the purpose of protecting families and tenants and reducing homelessness. This measure is intended to: (a) require landlords to comply with tenant protection laws and show good cause before evicting a tenant; (b) prohibit retaliatory evictions; (c) prohibit discriminatory evictions based upon the tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator; (d) extend these protections to lease renewal actions; and (e) adopt penalties and procedures.

(2) The city of Federal Way faces an unprecedented housing affordability and homelessness crisis. This crisis has made tenants vulnerable to abuse, including violations of tenant protection laws and retaliatory and discriminatory evictions. These related abuses negatively impact our community.

(3) To protect families, promote community, stabilize the rental market, and reduce homelessness, landlords must comply with tenant protection laws and show good cause before evicting a tenant.

(4) Landlords are prohibited from evicting tenants based upon their status as members of the military, first responders, seniors, family members, health care providers, or educators. These individuals serve an essential role in our community and/or have been subject to discrimination in the rental housing market, and therefore need protections from discrimination in evictions.

(5) Landlords are prohibited from evicting tenants as retaliation for asserting their rights under tenant protection laws. Tenants deserve access to safe and healthy housing, but many tenants in our city live in substandard housing. Good cause eviction protection allows tenants to raise concerns with the habitability of a rental without the fear of retaliation in the form of a no-cause eviction, whether carried out through a traditional eviction or a lease renewal action.

(6) To protect the community and help our economy thrive, and to support basic fairness, the city will prohibit landlords from terminating a tenancy unless they comply with tenant protection laws and show good cause for the eviction, and the city will prohibit retaliatory evictions and evictions that discriminate against members of the military, first responders, seniors, family members, health care providers, or educators. These protections are extended to lease renewal actions.

(Initiative Measure No. 19-001, § 1, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.020 Establishing a defense to eviction where the landlord violates tenant protection laws or lacks good cause to terminate the tenancy.

(1) It is the intent of this section to require landlords to comply with tenant protection laws and to show good cause before taking action to terminate a tenancy.

(2) A tenant threatened with eviction shall be entitled to a defense from eviction as set forth in this section.

(3) It shall be a defense against eviction to show that the landlord seeking an eviction either is in violation of tenant protection laws, or lacks good cause for eviction as set forth in this section.

(4) It shall be a defense against eviction that the landlord is, at time of eviction, in violation of tenant protection laws.

(5) It shall be a defense against eviction that the landlord lacks good cause to evict the tenant. Only the following justifications constitute good cause under this chapter:

(a) The tenant fails to pay rent, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law and having failed to cure within the time required by state law. However, this subsection (5)(a) shall not constitute grounds for eviction where the tenant has withheld rent due to conditions that deprive the tenant or occupants of normal use of the dwelling unit.

(b) The tenant substantially and materially breaches a non-monetary requirement of the rental agreement, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law and having failed to take reasonable steps to cure the breach within the time required by state law.

(c) The tenant has committed or permitted waste upon the premises, unlawful activity, or an ongoing, substantial interference with the use and enjoyment of the premises by the landlord or neighbors of the tenant, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law.

(d) A person enters upon land of another without the permission of the owner and without having color of title thereto and refuses to vacate, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law. This provision shall not apply to an immediate family member of a tenant of record absent a violation of legal occupancy limits.

(e) The landlord, in good faith, without ulterior reasons and with honest intent, seeks to remove the dwelling unit from the rental market for one of the following reasons, after providing the tenant with 120-day advanced written notice of the eviction: (i) the landlord or his or her immediate family seeks to occupy the dwelling unit as their principal residence; (ii) the landlord seeks to convert the dwelling unit to a condominium pursuant to RCW [64.34.440](#); (iii) the landlord seeks to demolish or substantially rehabilitate the dwelling unit; (iv) a governmental entity has prohibited the continued rental of the dwelling unit to the tenant; or (v) the landlord intends to remove the dwelling unit from the rental market for at least a 24-month period. There is a rebuttable presumption that the landlord did not act in good faith, if, after the landlord terminates the tenancy under subsection (5)(e)(i) of this section, the landlord or their immediate family fails to occupy the unit as a principal residence for at least 90 consecutive days during the 120 days immediately after the tenant vacated. Moreover, if the landlord owns a similar vacant unit, and chooses instead to take possession of the dwelling unit occupied by a tenant, there shall be a rebuttable presumption that the landlord is acting in bad faith. A landlord may not recover possession pursuant to subsection (5)(e)(i) of this section more than once in any 36-month period. No notice is required to take possession when the tenant is a former owner of the dwelling unit and the landlord is the new owner of the dwelling unit.

(f) The tenant continues in possession after the expiration of a rental agreement after having declined to enter a new or extended rental agreement offered pursuant to FWRC [20.05.050](#).

(g) The tenant continues in possession after having received a 30-day notice to quit due to chronic, unexcused, and unjustified failure to pay rent, with such pattern documented in the filing of numerous unlawful detainer actions over a 12-month period.

(h) The dwelling unit was provided to the tenant as part of a transitional housing program or other program which receives public funding and operates on a model that provides temporary housing.

(i) The landlord resides in the dwelling unit and no longer wishes to cohabitate with the tenant.

(j) The landlord establishes other good cause under FWRC [20.05.060](#).

(6) If a tenant dies, vacates, or voluntarily or involuntarily abandons the dwelling unit, the protections of this section apply to any remaining co-tenants in the dwelling unit. However, the landlord may require any remaining co-tenant to take over the existing rental agreement as a condition of remaining in the dwelling unit.

(Initiative Measure No. 19-001, § 2, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.030 Prohibiting retaliatory evictions.

(1) It shall be a violation of this chapter and a defense against eviction for a landlord to threaten, commence, or carry out retaliation or a retaliatory eviction due to the tenant having asserted rights and protections afforded by this chapter or another tenant protection law.

(2) There shall be a rebuttable presumption that the landlord's action was retaliatory if the action occurred within nine months of the tenant asserting a right or defense afforded by this chapter or another tenant protection law.

(3) A landlord who retaliates against a tenant for asserting rights or defenses afforded by this chapter or under another tenant protection law shall be liable to the tenant for penalties and other relief under FWRC [20.05.060](#).

(Initiative Measure No. 19-001, § 3, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.040 Prohibiting evictions based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

(1) The people of the city of Federal Way hereby declare their intent to outlaw discriminatory evictions against members of the military, first responders, seniors, family members, health care providers, and educators. Additional protection is provided to these groups of tenants because they serve an essential role in our community, they have been subject to documented discrimination in the rental housing market, or they are likely to face discrimination in the rental market.

(2) It shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant based upon the tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

(3) To carry out the policy protecting family members, it shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant or the tenant's immediate family members based upon a tenant's immediate family members residing in the unit, absent a violation of occupancy limits under federal, state, or local law.

(Initiative Measure No. 19-001, § 4, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.050 Prohibiting retaliation and discrimination in lease renewal actions.

(1) It has been documented that some landlords circumvent tenant protections by carrying out retaliatory or discriminatory evictions through lease renewal actions, including refusing to renew a rental agreement or imposing new, non-financial terms which are known to be incompatible with the tenant's continued tenancy. The intent of this section is to enforce the protections of this chapter by extending its protections to lease renewal actions to the extent permitted by law.

(2) Between 60 and 90 days prior to the expiration of the existing rental term, the landlord must offer a tenant the opportunity to enter into a new rental agreement or to extend the existing rental agreement, either on a term or month-to-month basis, unless the existing lease provides for automatic extension on a month-to-month basis. The landlord may change the duration and financial terms of the agreement, but the proposal cannot include other material changes from the terms of the expiring lease. The landlord must deliver the proposed new or extended rental agreement to the tenant in accordance with RCW [59.12.040](#) and give the tenant 30 days to accept or decline the proposed new or extended rental agreement. If the tenant declines to enter a new or extended rental agreement, the landlord may end the tenancy according to the term of the expiring rental agreement.

(3) Lease renewal actions are subject to prohibitions on retaliation and discrimination in FWRC [20.05.030](#) and [20.05.040](#).

(4) A landlord may decline to offer a new or extended lease to a tenant under this section for good cause as defined in FWRC [20.05.020](#), in which case the landlord must provide the tenant with notice identifying the good cause. The notice shall be provided at least 60 days prior to the expiration of the existing rental term unless a different notice period applies under FWRC [20.05.020](#).

(5) If the city is found to lack authority to prohibit evictions for failure to comply with this section, the purposes of this chapter and section shall be carried out by allowing tenants to obtain penalties and other remedies for noncompliance with the mandates of this section, regardless of whether the tenant remains in the dwelling unit.

(Initiative Measure No. 19-001, § 5, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.060 Adopting penalties and procedures.

(1) Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.

(2) A landlord who violates this chapter shall be liable for penalties of up to four and one-half times the monthly rent of the dwelling unit at issue.

(3) Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

(4) A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants.

(5) A landlord may seek a court order allowing a particular eviction or exempting them from a provision of this chapter if they can show that a provision of this chapter, if fully enforced, would constitute either (a) an undue and significant economic hardship; or (b) a takings under the United States or Washington State Constitutions; or (c) that the chapter as applied is preempted by federal or state law.

(6) Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

(Initiative Measure No. 19-001, § 6, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.070 Definitions.

For the purposes of this chapter:

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

“Eviction” or *“evict”* is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease pursuant to this chapter, or seeking a mutual termination agreement.

“Immediate family” includes: spouse, domestic partner, or partner in a committed intimate relationship; and parents, grandparents, children, grandchildren, siblings, nieces, and nephews, whether related by blood, marriage, domestic partnership, or committed intimate relationship.

“Landlord” means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

“Lease renewal actions” include actions taken in the lease renewal process which could have the effect of ending the tenancy, including but not limited to a landlord’s refusal to renew a rental agreement or the addition of new material non-financial terms to a renewed rental agreement.

“Mutual termination agreement” means any agreement by a landlord and tenant to terminate a tenancy.

“Rent” means any recurring or periodic payments for the use and occupancy of the dwelling unit, which may include utilities. Rent does not include any nonrecurring charges such as late fees, notice fees, attorneys’ fees, court costs, damages, or other fees.

“Rental agreement” means all agreements subscribed to in writing by the tenant which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

“Retaliation” has the same meaning as “reprisal or retaliatory action” under RCW [59.18.240](#).

“Retaliatory eviction” is an eviction in response to a tenant’s assertion of rights or protections afforded under this chapter or another tenant protection law.

“Tenancy” refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.

“Tenant” is any person who occupies a dwelling unit primarily for living or dwelling purposes.

“Tenant protection laws” includes this chapter, RCW [59.18.060](#), [59.18.240](#), and any other federal, state, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter.

“Transitional housing” means housing units owned, operated, or managed by a nonprofit organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent for them to move to permanent housing.

(Initiative Measure No. 19-001, § 7, approved by voters at November 2019 election, certified November 26, 2019.)

20.05.080 Miscellaneous.

(1) Nothing in this chapter eliminates a tenant’s rights under a rental agreement, including the right to civil relief if a landlord terminates a rental agreement before its expiration.

(2) All written notices required under this chapter must be served in a manner consistent with RCW [59.12.040](#). Any notice served pursuant to this section shall identify the facts and circumstances that support the cause or causes with enough specificity for the tenant to be able to respond and assert any defense that may be available. Failure to comply with notice requirements constitutes a violation of this chapter.

(3) Any notice issued pursuant to this chapter shall include the following, in bold letters of at least 16 point font: “If you are a Veteran of the U.S. Military, you may be able to access housing resources by calling 2-1-1 or contacting the King County Veterans Program for assistance with rent, relocation, or other support services.”

(4) Except as provided in FWRC [20.05.020](#)(5)(e), (f) or (g), or in FWRC [20.05.050](#), a notice may not form a part of any basis for an eviction action if more than 60 days have passed since issuance of the notice.

(5) The provisions of this chapter may not be waived, and any term of any rental agreement, contract, mutual termination agreement, or other agreement which purports to waive or limit a tenant’s substantive or procedural rights under this chapter is contrary to public policy, unenforceable, and void. A landlord may not coerce a tenant to sign a mutual termination agreement. A tenant may rescind a mutual termination agreement by: (a) delivering written or electronic notice of rescission to the landlord within 10 business days after signing the agreement; or (b) at a later time, by establishing that the tenant improvidently entered into the agreement, which may be demonstrated by an examination of the unequal bargaining power between the parties, vulnerability of the tenant, legitimacy of landlord’s reasons for seeking termination, and whether tenant was able to procure alternative housing within the time allotted in the agreement.

(6) The provisions of this chapter are declared to be separate and severable. If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect without the invalid provision or application. Moreover, if a provision or its application is declared invalid due to preemption by state or federal law, then the remainder shall remain valid.

(7) Any ambiguity in this chapter shall be construed in favor of the tenant. Statements that noncompliance with certain provisions constitutes a violation of this chapter and/or are subject to penalties are provided for emphasis only and such statements shall not be construed to mean that noncompliance with other provisions does not constitute a violation subject to penalties.

(8) This Act shall be known as the Federal Way Good Cause Eviction Ordinance.

(Initiative Measure No. 19-001, § 8, approved by voters at November 2019 election, certified November 26, 2019.)

City of Auburn Just Cause Eviction Regulations

[6786 \(auburnwa.gov\)](http://6786.auburnwa.gov)

5.23.070 Just cause eviction.

A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners 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). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Auburn as required by Chapter 5.22 ACC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Auburn pursuant to Chapter 5.22 ACC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);
2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;
3. The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;
4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;
5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is

not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection as the cause for eviction;

6. The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

- a. Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or
- b. Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;

8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;

9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;

10. The owner seeks to discontinue use of a housing unit unauthorized by ACC Title 18 after receipt of a notice of violation;

11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and:

- a. i. The number of such individuals was more than is lawful under the current version of ACC Title 15 or 18, and

- ii. That number has not increased with the knowledge or consent of the owner, and
 - iii. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and 5.23.070 Just cause eviction.
 - b. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and
 - c. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and
 - d. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;
12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC Title 15 and the emergency conditions identified in the order have not been corrected;
13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;
14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:
- a. Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or
 - b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.
- 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.
- C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.
- D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection (A)(5), (A)(6) or (A)(13) of this section as the grounds for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to

the director of community development, then the owner must, within 10 days of being notified by the director of community development of the complaint, complete and file with the director of community development a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (A)(5), (A)(6), (A)(8), (A)(11), (A)(12) or (A)(13) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (A)(5), (A)(6) or (A)(8) of this section as the grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right of action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees. (Ord. 6786 § 1, 2020.)

Attachment #4 Tenant Protections: State Law Low-Income Tenant Relocation Assistance

City Council Direction: At the February 14, 2022 regular meeting, City Council directed staff to bring back more information on low-income tenant relocation assistance, comparable to state law.

1. Relocation assistance: Requires payment of relocation assistance to low-income tenants who are displaced due to certain events, such as the demolition of a building, or conversion to condominium. The assistance would be equally paid by the City and landlord.

2. State law requirements (RCW 59.18.440):

- City may require, after public notice and a public hearing, that property owners provide a portion of reasonable relocation assistance to low-income tenants based upon following displacement events:
 - Demolition of unit
 - Substantial rehabilitation of unit whether due to code enforcement or other reason
 - Change of use of residential property (condo conversion)
 - Removal of use restrictions in an assisted housing development
- At the public hearing, the City would determine the amount to be paid by receiving and evaluating testimony on relocation expenses displaced tenants would reasonably incur in the City, including:
 - Actual physical moving costs and expenses
 - Advance payments required for moving into a new residence such as the cost of first and last month's rent, security and damage deposits
 - Utility connection fees and deposits
 - Anticipated additional rent and utility costs in the residence for one year after relocation
- Amount of relocation assistance cannot exceed \$2,000 for each dwelling unit displacement by action of property owner¹
- Property owner's portion of relocation assistance cannot exceed 50% of the required amount in cash or services
- City must pay the portion of relocation assistance not paid by property owner
- City must adopt regulations to implement relocation assistance, which must include:
 - process for administrative hearings to resolve disputes between tenants and property owners; and
 - requirement that decision be issued within 30 days of hearing request.
- Judicial review of decision available if petition filed within 10 days in superior court
- Tenant not eligible for relocation assistance if:

¹ May be adjusted to reflect changes in the housing component of the CPI as published by US Dept. of Labor, Bureau of Labor Statistics.

- moves from unit before application submitted for demolition, substantial rehabilitation, or change of use, or notice for condominium conversion; or
- moves into unit after permit applications submitted and has notice of future displacement
- Statutory definitions:
 - “assisted housing development” means a multifamily rental housing development that either receives governmental 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 restrictions
 - “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50% of the median income, adjusted for family size, in the county where the tenants reside

3. Miscellaneous information:

- Condemned or unlawful dwelling unit. Under RCW 59.18.085, if a govt. agency responsible for enforcement of building or housing codes notifies a landlord that a unit will be condemned or is unlawful to occupy due to code violation, then a landlord that knows or should have known about conditions must pay prepaid deposits or rent and relocation assistance to displaced tenants and greater of \$2,000 or 3 months rent
- Exceptions:
 - Conditions caused by tenant’s or 3rd party’s illegal conduct without landlord’s knowledge
 - Conditions arising from natural disasters (earthquakes, tsunami, hurricane)
 - Eminent domain
- King County dashboard shows that 41% of the King County population are covered by this type of policy.
- Examples of relocation assistance regulations, see Attachment #4a
- RCW 59.18.440 [RCW 59.18.440: Relocation assistance for low-income tenants—Certain cities, towns, counties, municipal corporations authorized to require. \(wa.gov\)](#) and RCW 59.18.085 [RCW 59.18.085: Rental of condemned or unlawful dwelling—Tenant’s remedies—Relocation assistance—Penalties. \(wa.gov\)](#)

RCW 59.18.440

Relocation assistance for low-income tenants—Certain cities, towns, counties, municipal corporations authorized to require.

(1) Any city, town, county, or municipal corporation that is required to develop a comprehensive plan under RCW [36.70A.040](#)(1) is authorized to require, after reasonable notice to the public and a public hearing, property owners to provide their portion of reasonable relocation assistance to low-income tenants upon the demolition, substantial rehabilitation whether due to code enforcement or any other reason, or change of use of residential property, or upon the removal of use restrictions in an

assisted-housing development. No city, town, county, or municipal corporation may require property owners to provide relocation assistance to low-income tenants, as defined in this chapter, upon the demolition, substantial rehabilitation, upon the change of use of residential property, or upon the removal of use restrictions in an assisted-housing development, except as expressly authorized herein or when authorized or required by state or federal law. As used in this section, "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.

(2) As used in this section, "low-income tenants" means tenants whose combined total income per dwelling unit is at or below fifty percent of the median income, adjusted for family size, in the county where the tenants reside.

The *department of community, trade, and economic development shall adopt rules defining county median income in accordance with the definitions promulgated by the federal department of housing and urban development.

(3) A requirement that property owners provide relocation assistance shall include the amounts of such assistance to be provided to low-income tenants. In determining such amounts, the jurisdiction imposing the requirement shall evaluate, and receive public testimony on, what relocation expenses displaced tenants would reasonably incur in that jurisdiction including:

- (a) Actual physical moving costs and expenses;
- (b) Advance payments required for moving into a new residence such as the cost of first and last month's rent and security and damage deposits;
- (c) Utility connection fees and deposits; and
- (d) Anticipated additional rent and utility costs in the residence for one year after relocation.

(4)(a) Relocation assistance provided to low-income tenants under this section shall not exceed two thousand dollars for each dwelling unit displaced by actions of the property owner under subsection (1) of this section. A city, town, county, or municipal corporation may make future annual adjustments to the maximum amount of relocation assistance required under this subsection in order to reflect any changes in the housing component of the consumer price index as published by the United States department of labor, bureau of labor statistics.

(b) The property owner's portion of any relocation assistance provided to low-income tenants under this section shall not exceed one-half of the required relocation assistance under (a) of this subsection in cash or services.

(c) The portion of relocation assistance not covered by the property owner under (b) of this subsection shall be paid by the city, town, county, or municipal corporation authorized to require relocation assistance under subsection (1) of this section. The relocation assistance may be paid from proceeds collected from the excise tax imposed under RCW [82.46.010](#).

(5) A city, town, county, or municipal corporation requiring the provision of relocation assistance under this section shall adopt policies, procedures, or regulations to implement such requirement. Such policies, procedures, or regulations shall include provisions for administrative hearings to resolve disputes between tenants and property owners relating to relocation assistance or unlawful detainer actions during relocation, and shall require a decision within thirty days of a request for a hearing by either a tenant or property owner.

Judicial review of an administrative hearing decision relating to relocation assistance may be had by filing a petition, within ten days of the decision, in the superior court in the county where the residential property is located. Judicial review shall be confined to the record of the administrative hearing and the court may reverse the decision only if the administrative findings, inferences, conclusions, or decision is:

- (a) In violation of constitutional provisions;
- (b) In excess of the authority or jurisdiction of the administrative hearing officer;
- (c) Made upon unlawful procedure or otherwise is contrary to law; or
- (d) Arbitrary and capricious.

(6) Any city, town, county, or municipal corporation may require relocation assistance, under the terms of this section, for otherwise eligible tenants whose living arrangements are exempted from the provisions of this chapter under RCW [59.18.040](#)(3) and if the living arrangement is considered to be a rental or lease not defined as a retail sale under RCW [82.04.050](#).

(7)(a) Persons who move from a dwelling unit prior to the application by the owner of the dwelling unit for any governmental permit necessary for the demolition, substantial rehabilitation, or change of use of residential property or prior to any notification or filing required for condominium conversion shall not be entitled to the assistance authorized by this section.

(b) Persons who move into a dwelling unit after the application for any necessary governmental permit or after any required condominium conversion notification or filing shall not be entitled to the assistance authorized by this section if such persons receive written notice from the property owner prior to taking possession of the dwelling unit that specifically describes the activity or condition that may result in their temporary or permanent displacement and advises them of their ineligibility for relocation assistance.

RCW 59.18.085

Rental of condemned or unlawful dwelling—Tenant's remedies—Relocation assistance—Penalties.

(1) If a governmental agency responsible for the enforcement of a building, housing, or other appropriate code has notified the landlord that a dwelling is condemned or unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, a landlord shall not enter into a rental agreement for the dwelling unit until the conditions are corrected.

(2) If a landlord knowingly violates subsection (1) of this section, the tenant shall recover either three months' periodic rent or up to treble the actual damages sustained as a result of the violation, whichever is greater, costs of suit, or arbitration and reasonable attorneys' fees. If the tenant elects to terminate the tenancy as a result of the conditions leading to the posting, or if the appropriate governmental agency requires that the tenant vacate the premises, the tenant also shall recover:

- (a) The entire amount of any deposit prepaid by the tenant; and
- (b) All prepaid rent.

(3)(a) If a governmental agency responsible for the enforcement of a building, housing, or other appropriate code has notified the landlord that a dwelling will be condemned or will be unlawful to occupy due to the existence of conditions that violate applicable codes, statutes, ordinances, or regulations, a landlord, who knew or should have known of the existence of these conditions, shall be required to pay relocation assistance to the displaced tenants except that:

(i) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which the condemnation or no occupancy order affects one or more dwelling units and directly results from conditions caused by a tenant's or any third party's illegal conduct without the landlord's prior knowledge;

(ii) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which the condemnation or no occupancy order affects one or more dwelling units and results from conditions arising from a natural disaster such as, but not exclusively, an earthquake, tsunami, windstorm, or hurricane; and

(iii) A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in which a condemnation affects one or more dwelling units and the tenant's displacement is a direct result of the acquisition of the property by eminent domain.

(b) Relocation assistance provided to displaced tenants under this subsection shall be the greater amount of two thousand dollars per dwelling unit or three times the monthly rent. In addition to relocation assistance, the landlord shall be required to pay to

the displaced tenants the entire amount of any deposit prepaid by the tenant and all prepaid rent.

(c) The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent to displaced tenants within seven days of the governmental agency sending notice of the condemnation, eviction, or displacement order to the landlord. The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent either by making individual payments by certified check to displaced tenants or by providing a certified check to the governmental agency ordering condemnation, eviction, or displacement, for distribution to the displaced tenants. If the landlord fails to complete payment of relocation assistance within the period required under this subsection, the city, town, county, or municipal corporation may advance the cost of the relocation assistance payments to the displaced tenants.

(d) During the period from the date that a governmental agency responsible for the enforcement of a building, housing, or other appropriate code first notifies the landlord of conditions that violate applicable codes, statutes, ordinances, or regulations to the time that relocation assistance payments are paid to eligible tenants, or the conditions leading to the notification are corrected, the landlord may not:

(i) Evict, harass, or intimidate tenants into vacating their units for the purpose of avoiding or diminishing application of this section;

(ii) Reduce services to any tenant; or

(iii) Materially increase or change the obligations of any tenant, including but not limited to any rent increase.

(e) Displaced tenants shall be entitled to recover any relocation assistance, prepaid deposits, and prepaid rent required by (b) of this subsection. In addition, displaced tenants shall be entitled to recover any actual damages sustained by them as a result of the condemnation, eviction, or displacement that exceed the amount of relocation assistance that is payable. In any action brought by displaced tenants to recover any payments or damages required or authorized by this subsection (3)(e) or (c) of this subsection that are not paid by the landlord or advanced by the city, town, county, or municipal corporation, the displaced tenants shall also be entitled to recover their costs of suit or arbitration and reasonable attorneys' fees.

(f) If, after sixty days from the date that the city, town, county, or municipal corporation first advanced relocation assistance funds to the displaced tenants, a landlord has failed to repay the amount of relocation assistance advanced by the city, town, county, or municipal corporation under (c) of this subsection, then the city, town, county, or municipal corporation shall assess civil penalties in the amount of fifty dollars per day for each tenant to whom the city, town, county, or municipal corporation has advanced a relocation assistance payment.

(g) In addition to the penalties set forth in (f) of this subsection, interest will accrue on the amount of relocation assistance paid by the city, town, county, or municipal corporation for which the property owner has not reimbursed the city, town, county, or municipal corporation. The rate of interest shall be the maximum legal rate of interest permitted under RCW [19.52.020](#), commencing thirty days after the date that the city, town, county, or municipal corporation first advanced relocation assistance funds to the displaced tenants.

(h) If the city, town, county, or municipal corporation must initiate legal action in order to recover the amount of relocation assistance payments that it has advanced to low-income tenants, including any interest and penalties under (f) and (g) of this subsection, the city, town, county, or municipal corporation shall be entitled to attorneys' fees and costs arising from its legal action.

(4) The governmental agency that has notified the landlord that a dwelling will be condemned or will be unlawful to occupy shall notify the displaced tenants that they may be entitled to relocation assistance under this section.

(5) No payment received by a displaced tenant under this section may be considered as income for the purpose of determining the eligibility or extent of eligibility of any person for assistance under any state law or for the purposes of any tax imposed under Title [82](#) RCW, and the payments shall not be deducted from any amount to which any recipient would otherwise be entitled under Title [74](#) RCW.

(6)(a) A person whose living arrangements are exempted from this chapter under RCW [59.18.040](#)(3) and who has resided in or occupied one or more dwelling units within a hotel, motel, or other place of transient lodging for thirty or more consecutive days with the knowledge and consent of the owner of the hotel, motel, or other place of transient lodging, or any manager, clerk, or other agent representing the owner, is deemed to be a tenant for the purposes of this section and is entitled to receive relocation assistance under the circumstances described in subsection (2) or (3) of this section except that all relocation assistance and other payments shall be made directly to the displaced tenants.

(b) An interruption in occupancy primarily intended to avoid the application of this section does not affect the application of this section.

(c) An occupancy agreement, whether oral or written, in which the provisions of this section are waived is deemed against public policy and is unenforceable.

Chapter 9.21

RELOCATION ASSISTANCE



Sections:

- 9.21.010 Purpose.
- 9.21.020 Definitions.
- 9.21.030 Applicability.
- 9.21.040 Relocation assistance payment amounts.
- 9.21.050 Permit issuance.
- 9.21.060 Notification to tenants.
- 9.21.070 Tenant eligibility for relocation assistance.
- 9.21.080 Owner's contribution to relocation assistance.
- 9.21.090 Payment of relocation assistance.
- 9.21.100 Public hearing – Unlawful detainer.
- 9.21.110 Appeal of hearing examiner decision.
- 9.21.120 Eviction protection.
- 9.21.130 Violation – Penalty.

9.21.010 Purpose.



Pursuant to RCW [59.18.440](#) cities may require property owners to provide their portion of reasonable relocation assistance to low income tenants upon the demolition, substantial rehabilitation of or change of use of residential property, or upon the removal of use restrictions in an assisted housing development. This chapter establishes the requirements and procedures for providing relocation assistance only to low income tenants who are displaced as a result of building or land use code enforcement actions initiated by the city. (Ord. 4354 § 1, 1992.)

9.21.020 Definitions.



The following words and phrases when used in this chapter, unless the context otherwise indicates, shall have the following meanings:

- A. "Change or elimination in residential use" means the conversion of a residential unit to a nonresidential use or the elimination of a residential unit.
- B. "City codes" means the Land Use Code, Uniform Building Code and related standards, Uniform Housing Code, Washington State Energy Code, Uniform Code for the Abatement of Dangerous Buildings, Uniform Fire Code, Uniform Mechanical Code, Uniform Plumbing Code, and National Electrical Code, as adopted and

amended by this code.

C. "Demolition" means the destruction of any dwelling unit or the **relocation** of an existing dwelling unit or units to another site.

D. "Director" means the director of the development services department or the director's designee.

E. "Displacement" means that existing tenants must vacate the dwelling unit because of the demolition, substantial rehabilitation or change or elimination of residential use. For purposes of this chapter, "displacement" shall not include the permanent **relocation** of a tenant from one dwelling unit to another

dwelling unit in the same building with the tenant's consent or the temporary **relocation** of a tenant for less than 72 hours.

F. "Low income tenants" means tenants whose combined total household income per dwelling is at or below 50 percent of the median income, as adjusted for family size, as determined by the United States Department of Housing and Urban Development for King County or the Seattle Metropolitan Statistical Area.

G. "Owner" means one or more persons, jointly or severally, in whom is vested:

1. All or part of the legal title to the property; or
2. All or part of the beneficial ownership and a right to present use and enjoyment of the property.

H. "Substantial rehabilitation" means extensive structural repair or extensive remodeling which requires a building, electrical, plumbing or mechanical permit, and which cannot be done with the tenant in occupancy.

I. "Tenant" means any person who is entitled 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 Residential Landlord Tenant Act, Chapter [59.18](#) RCW, and those tenants whose living arrangements are exempted from the State Residential Landlord Tenant Act under RCW [59.18.040\(3\)](#) if their living arrangement is considered to be a rental or lease pursuant to RCW [67.28.180\(1\)](#). For purposes of this chapter, "tenant" shall not include the owner of a dwelling unit or members of the owner's immediate family. (Ord. 5821 § 17, 2008; Ord. 4354 § 1, 1992.)

9.21.030 Applicability.



The provision of **relocation assistance** to low income tenants applies if the displacement is the result of the following:

- A. Demolition of dwelling units or structures if the demolition is ordered by the director due to city code violations or deficiencies; or
- B. Substantial rehabilitation ordered by the director due to city code violations or deficiencies; or
- C. Change or elimination of a residential use if the change or elimination is ordered by the director due to city code violations or deficiencies. (Ord. 4354 § 1, 1992.)

9.21.040 Relocation assistance **payment amounts.**



A. Low income tenants who are displaced by demolition, substantial rehabilitation or change or elimination of a residential use and who comply with the requirements of this chapter, shall be paid a **relocation assistance** payment in the amount of \$2,000 per dwelling unit. The amount of **relocation assistance** shall be adjusted annually by the percentage amount of change in the housing component of the Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics.

B. The owner is responsible for payment in cash of one-half of the required **relocation assistance** per dwelling unit. The portion of the **relocation assistance** not payable by the owner shall be paid by the city to a

unit. The portion of the relocation assistance not payable by the owner shall be paid by the city up to a maximum of one-half the total payment amount in BCC [9.21.040](#). (Ord. 4354 § 1, 1992.)

9.21.050

Permit issuance.



The requirements of this chapter must be complied with prior to the issuance of a residential demolition permit or permits relating to substantial rehabilitation if the demolition or substantial rehabilitation has been ordered by the director due to city code violations or deficiencies, or prior to the eviction of tenants for a change or elimination of residential use if the change or elimination of use is ordered by the director due to city code violations or deficiencies. (Ord. 4354 § 1, 1992.)

9.21.060

Notification to tenants.



If the director has initiated enforcement action to resolve city code violations or deficiencies and is reasonably certain that the required corrective action will result in demolition, substantial rehabilitation or change or elimination of residential use which will displace tenants, the director shall require that the owner provide mailing labels with the name and address of each tenant whose dwelling unit will be potentially displaced. The director shall mail notice by certified mail to each tenant informing them of their rights under this chapter. The notice shall include a tenant income verification form and instructions that tenants must complete and return the form to the director within 30 days from the date that the director's notice was mailed. (Ord. 4354 § 1, 1992.)

9.21.070

Tenant eligibility for relocation assistance.



A. The completed information on the tenant income verification form shall include the names of all occupants of the dwelling unit, the total combined annual income of the occupants of the dwelling unit, and the total combined income of the occupants for the current calendar year. Any tenant who fails to return a completed tenant income verification form to the director within 30 days from the notification date shall not be eligible for relocation assistance, unless the tenant has requested and received a written extension from the director.

B. Based on the information contained in the tenant income verification form, the director shall determine which tenants qualify as low income tenants and are therefore eligible to receive relocation assistance upon displacement.

C. Within 15 days of the director's receipt of the signed relocation assistance forms from all tenants or within 15 days of the expiration of the tenant's 30-day period for submitting signed relocation assistance forms to the director, whichever occurs first, the director shall send to each tenant household who submitted a signed form and to the owner by both regular United States mail and certified mail, a notice stating whether the tenant qualifies as a low income tenant and is eligible for relocation assistance. The director shall send notice to the owner indicating all tenants deemed eligible for relocation assistance.

D. Both the tenant and the owner may file an appeal with the hearing examiner, pursuant to the Process II appeal procedures (LUC [20.35.250](#)), of the director's determination of the tenant's eligibility for relocation assistance. The hearing examiner must issue a decision within 30 days from the date the appeal was filed. (Ord. 4978 § 28, 1997; Ord. 4354 § 1, 1992.)

9.21.080

Owner's contribution to relocation assistance.



Within 10 days after receipt by the owner of the notice of tenant eligibility, the owner shall pay to the director

within 10 calendar days of receipt of the order of the hearing examiner; the owner shall pay to the director one-half of the total relocation assistance cost. If an appeal is filed pursuant to BCC [9.21.070\(D\)](#), the owner's contribution is due within 10 days of the hearing examiner's decision. The total relocation assistance shall be calculated based on the number of units occupied by tenant households who are determined by the director to be eligible for relocation assistance, as modified by any decisions by the hearing examiner concerning eligibility for relocation assistance, multiplied by the payment amount established in BCC [9.21.040](#) of this chapter. (Ord. 4354 § 1, 1992.)

9.21.090

Payment of relocation assistance.



Upon receipt of the owner's share of relocation assistance costs, the director shall send total relocation assistance payments to eligible tenants. The director may request verification that the tenant will be displaced by the demolition, substantial rehabilitation or change in or elimination of residential use. (Ord. 4354 § 1, 1992.)

9.21.100

Public hearing – Unlawful detainer.



The owner or tenant may request a public hearing before the hearing examiner to resolve disputes between displaced tenants and the owner relating to unlawful detainer actions during relocation. The public hearing shall be governed by the provisions for appeal of a Process II decision, LUC [20.35.250](#). (Ord. 4978 § 29, 1997; Ord. 4354 § 1, 1992.)

9.21.110

Appeal of hearing examiner decision.



A decision of the hearing examiner under BCC [9.21.070\(D\)](#) or [9.21.100](#) is the final city decision. The decision of the hearing examiner may be appealed to superior court by filing a petition within 10 calendar days following the date of the decision. Appeals to superior court are by application for a writ of certiorari, writ of prohibition or writ of mandamus. (Ord. 4354 § 1, 1992.)

9.21.120

Eviction protection.



A. During a period from the date that the director first notifies the owner of building code violations or deficiencies, to the time that relocation assistance payments are paid to eligible tenants, the owner shall not:

1. Evict, harass or intimidate tenants into vacating their units for the purpose of avoiding or diminishing application of this chapter including and unreasonable rent increase; or
2. Reduce the services to any tenant; or
3. Materially increase or change the obligations of any tenant.

B. Low income tenants who are evicted or vacate as a result of subsections [\(A\)\(1\)](#), [\(A\)\(2\)](#) and [\(A\)\(3\)](#) of this section prior to receiving relocation assistance payments, may be eligible for relocation assistance payments, as determined by the director. (Ord. 4354 § 1, 1992.)

9.21.130

Violation – Penalty.



The Bellevue City Code is current through Ordinance 6652, passed February 28, 2022.

Disclaimer: The city clerk's office has the official version of the Bellevue City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

Note: This site does not support Internet Explorer. To view this site, Code Publishing Company recommends using one of the following browsers: Google Chrome, Firefox, or Safari.

City Website: www.bellevuewa.gov

City Telephone: (425) 452-6800

Code Publishing Company

MERCER ISLAND MUNICIPAL CODE – RELOCATION ASSISTANCE:

19.08.060 - Condominium conversions.

In addition to the requirements set out in RCW Chapter 64.34, multiple-family dwellings being converted into condominiums are subject to the following conditions.

A. Preconversion inspection.

1. All multiple-family dwellings being converted to a condominium shall be inspected by the building official and the fire marshal prior to dwelling units being offering for sale.
2. The inspection report shall list any violations of the development code or other applicable governmental regulations.
- 3 The inspection shall be made within 45 days of the declarant's written request therefor and the inspection report shall be issued within 14 days of said inspection being made.
4. Such inspection shall not be required for any building for which a final certificate of occupancy has been issued by the city within the preceding 24 months.
5. The fee for making the preconversion inspection shall be same as the fee that would be charged for making such inspection for a purpose other than a condominium conversion.

B. Disclosure of inspection report. The public offering statement required by RCW Chapter 64.34 for a condominium conversion shall contain a copy of the inspection report prepared under subsection A of this section.

C. Reinspection.

1. Prior to the conveyance of any dwelling unit within a conversion condominium, other than a conveyance to a declarant or affiliate of a declarant, all violations disclosed in the inspection report shall be repaired to the city's satisfaction.
2. The city shall reinspect the building within seven days of the declarant's written request for reinspection, and if the repairs have been made to the city's satisfaction, the city shall issue a certification stating that such repairs have been made.

D. Warranty on repairs. The declarant shall warranty all repairs required by the city against defects due to workmanship or materials for a period of one year following the completion of such repairs. The declarant shall also deposit with the city funds equaling ten percent of the actual cost of making such repairs, to be used to satisfy claims made under such warranty.

Following the expiration of the one-year warranty period, any funds remaining in such account shall be returned to the declarant.

E. Relocation assistance.

1. Relocation assistance not to exceed \$500.00 per dwelling unit shall be paid to tenants and subtenants who elect not to purchase a dwelling unit and who are in lawful occupancy for residential purposes of a dwelling unit and whose monthly household income from all sources, on the date of the notice required under RCW 64.34.440(1), was less than an amount equal to 80 percent of:

a. The monthly median income for comparably sized households in the standard metropolitan statistical area, as defined and established by the United States Department of Housing and Urban Development, in which the condominium is located; or

b. If the condominium is not within a standard metropolitan statistical area, the monthly median income for comparably sized households in the state of Washington, as defined and determined by said department.

2. The household size of a unit shall be based on the number of persons actually in lawful occupancy of the unit. The tenant or subtenant actually in lawful occupancy of the unit shall be entitled to the relocation assistance.

3. Relocation assistance shall be paid on or before the date the tenant or subtenant vacates and shall be in addition to any damage deposit or other compensation or refund to which the tenant is otherwise entitled. Unpaid rent or other amounts owed by the tenant or subtenant to the landlord may be offset against the relocation assistance. (Ord. 99C-13 § 1)

Title 22 - BUILDING AND CONSTRUCTION CODES
Chapter 22.210 TENANT RELOCATION ASSISTANCE

Chapter 22.210 TENANT RELOCATION ASSISTANCE

22.210.010 Short title

This Chapter 22.210 shall be known and may be cited as the "Tenant Relocation Assistance Ordinance."
(Ord. 115141 , § 1(part), 1990.)

22.210.020 Findings and purpose

A. Findings

1. The City of Seattle is experiencing a rapid rate of development that has reduced and continues to reduce the supply of rental housing available to low-and moderate-income tenants and has reduced the supply of rental housing affordable to such tenants.
2. The development and real estate market in Seattle has not been able to replace low-income units lost due to demolition, change of use, substantial rehabilitation, and removal of rent or income restrictions from assisted housing, making it more difficult and more costly for low-income persons who are displaced by demolition, change of use, substantial rehabilitation, or removal of rent or income restrictions to locate affordable substitute rental housing.
3. Rents in Seattle have been increasing rapidly and vacancies in rental housing are at low levels, making it increasingly difficult for tenants, especially those with low incomes, to locate affordable rental housing.
4. Pursuant to the public hearing held on June 7, 1990, the City Council finds that costs incurred by tenants to relocate within Seattle include actual physical moving costs, advance payments, utility fees, security and damage deposits and anticipated additional rent and utility costs, which, on average, equal or exceed \$2,000 per tenant household.
5. The State of Washington has adopted legislation authorizing local jurisdictions to require the payment of relocation assistance to low-income tenants who are displaced from dwelling units by housing demolition, change of use, substantial rehabilitation, or removal of rent or income restrictions.
6. Conditions in the current rental market have created a relocation crisis, because tenants, especially low-income tenants, do not have sufficient time to save money for relocation costs or to find comparable housing when they are evicted as a result of demolition, change of use, substantial rehabilitation, or removal of rent or income restrictions from their dwelling units.

- B. Purpose.** Based upon the above findings, the purpose of this Chapter 22.210 is to provide relocation assistance to low-income tenants displaced by demolition, substantial rehabilitation, or change of use of residential rental property, or the removal of rent or income restrictions from housing developments.

(Ord. 126458 , § 1, 2021; Ord. 115141 , § 1(part), 1990.)

22.210.030 Definitions

Unless the context clearly requires otherwise, the definitions in this Section 22.210.030 apply throughout this Chapter 22.210:

"Change of use" means the conversion of any dwelling unit from a residential use to a nonresidential use that results in the displacement of existing tenants or conversion from residential use to another residential use that requires the displacement of existing tenants, such as a conversion to a retirement home where payment for long-term care is a requirement of tenancy, or conversion to an emergency shelter or transient hotel. For purposes of this Chapter 22.210, "change of use" shall not mean a conversion of a rental dwelling unit to a condominium.

"Demolition" means the destruction of any dwelling unit or the relocation of an existing dwelling unit or units to another site.

"Director" means the Director of the Seattle Department of Construction and Inspections, or the Director's designee.

"Displacement" means, in the case of demolition, substantial rehabilitation, or change of use, when existing tenants must vacate the dwelling unit because of the demolition, substantial rehabilitation, or change of use. "Displacement" also includes when a tenant vacates after notice of the removal of a rent or income restriction from a dwelling unit. For purposes of this Chapter 22.210, "displacement" shall not include the permanent relocation of a tenant from one dwelling unit to another dwelling unit in the same building with the tenant's consent or the temporary relocation of a tenant for less than 72 hours.

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

"Low income" means total combined income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in King County, Washington.

"Major educational institution" means an educational institution which is designated as a "major institution" in Section 23.84A.025.

"Master use permit" means the document issued by the Seattle Department of Construction and Inspections that records all land use decisions made by the Seattle Department of Construction and Inspections.

"Owner" means one or more persons, jointly or severally, in whom is vested:

1. All or any part of the legal title to property; or
2. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

"Rent" has the meaning given in chapter 59.18 RCW.

"Rent or income restrictions" means any federal, State, or local regulation, ordinance, agreement, or contract that, as a condition of receipt of any assistance or incentive, including an operating subsidy, rental subsidy, property tax exemption, development agreement, zoning-related benefit, modification of development standards, mortgage subsidy, mortgage insurance, tax-exempt financing, or low-income housing tax credits, establishes a maximum limit on tenant income as a condition of eligibility for occupancy of a unit, imposes any restrictions on the maximum rent that may be charged for a unit, or requires review of rent for a unit by a governmental body or agency before the rent is implemented or changed.

"Rental agreement" means all oral or written agreements that establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit. For purposes of this Chapter 22.210, "rental agreement" shall not include any agreement relating to the purchase, sale, or transfer of ownership of a dwelling unit.

"Substantial rehabilitation" means extensive structural repair or extensive remodeling that requires displacement of a tenant and either requires a building, electrical, plumbing, or mechanical permit, or is valued at \$6,000 or more for any tenant's dwelling unit.

"Tenant" means any person who is entitled 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 Residential Landlord-Tenant Act, chapter 59.18 RCW and those tenants whose living arrangements are exempted from the State Residential Landlord-Tenant Act under RCW 59.18.040(3) if their living arrangement is considered to be a rental or lease pursuant to RCW 67.28.180(1). For purposes of this Chapter 22.210, "tenant" shall not include the owner of a dwelling unit or members of the owner's immediate family.

(Ord. 126458 , § 2, 2021; Ord. 125901 , § 1, 2019; Ord. 124919 , § 80, 2015 [department name change and other cleanup]; Ord. 124883 , § 2, 2015 [cross-reference update]; Ord. 124882 , § 2, 2015; Ord. 121276 , §§ 20, 37, 2003 [department name change]; Ord. 115141 , § 1(part), 1990.)

22.210.040 Application of chapter

This Chapter 22.210 shall apply to displacement caused by demolition, change of use, substantial rehabilitation, or removal of rent or income restrictions from any dwelling unit in Seattle, with the exception of displacement from the following:

- A. Any dwelling unit demolished or vacated because of damage caused by an event beyond the owner's control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste, natural disaster, or other destruction;
- B. Any dwelling unit ordered vacated or demolished by the Director pursuant to Section 22.206.260, because of damage within the owner's control;
- C. Any dwelling unit being converted from rental housing to a condominium, which conversion is regulated pursuant to Chapter 22.903;
- D. Any dwelling unit located inside the boundaries of a major educational institution that is owned by the institution and which is occupied by students, faculty, or staff of the institution;
- E. Any dwelling unit located in a mobile home park, unless such unit is rented by the occupant thereof from the owner or operator of the mobile home park;
- F. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to state, federal, or other law, unless such law requires application of Chapter 22.210;
- G. Any dwelling unit for which the Seattle School District is providing relocation assistance according to a plan that the Director has approved as providing substantially equal or greater benefits to dislocated tenants than the benefits required pursuant to this Chapter 22.210;
- H. Any dwelling unit operated as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

(Ord. 126458 , § 3, 2021; Ord. 117094 , § 1, 1994; Ord. 115141 , § 1(part), 1990.)

22.210.050 Tenant relocation license—Required

Prior to the demolition, change of use, or substantial rehabilitation of any dwelling unit, and prior to the removal of rent or income restrictions from any dwelling unit which results in the displacement of a tenant, an owner must obtain a tenant relocation license. The Director shall not issue any permit for the demolition, change of use, or substantial rehabilitation of any dwelling unit until the owner has obtained a tenant relocation license. In the case of the removal of rent or income restrictions, an owner may not increase the rent prior to obtaining a tenant relocation license.

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

(Ord. 126458 , § 4, 2021; Ord. 115141 , § 1, 1990.)

22.210.060 Issuance of tenant relocation license

The Director shall issue a tenant relocation license when the owner has completed all of the following:

- A. Submitted an application for a tenant relocation license as provided in Section 22.210.070;
- B. Delivered relocation information packets to tenants and submitted proof of delivery as required by Section 22.210.080;
- C. Paid the owner's share of tenant relocation assistance as required by Section 22.210.110; and
- D. Complied with the 90 day tenant notice provisions as required by Section 22.210.120.

(Ord. 118839 , § 1, 1997; Ord. 117094 , § 2, 1994; Ord. 115141 , § 1, 1990.)

22.210.070 Tenant relocation license—Application

Prior to or at the time of application for a master use permit necessary for the demolition, change of use, or substantial rehabilitation of any dwelling unit, or if no master use permit is required, prior to or at the time of application for any building permit necessary for the demolition, change of use, or substantial rehabilitation of any dwelling unit; or prior to a change of use that does not require a master use permit; or no earlier than ten months but no less than six months prior to the removal of a rent or income restriction; that will result in the displacement of the tenant, the owner must submit to the Director a tenant relocation license application on a form established by the Director. Applications for tenant relocation shall include:

- A. A statement certifying the number of dwelling units to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions will be removed; and
- B. A list containing the name, mailing address, email address, and phone number, if available, of each tenant residing in such dwelling units as of the earliest date of:
 - 1. The application for the tenant relocation license;
 - 2. The application for the master use permit; or
 - 3. The application for the building permit.

(Ord. 126458 , § 5, 2021; Ord. 115141 , § 1, 1990.)

22.210.080 Tenant relocation information packets

- A. At the time of submission of the tenant relocation license application, the owner shall obtain from the Director one tenant relocation packet for each dwelling unit for which demolition, change of use, substantial rehabilitation, or removal of rent or income restrictions is to occur. The tenant relocation information packet shall contain the following:
 - 1. A relocation assistance certification form with instructions for its submission to the Director;
 - 2. A description of the potential relocation benefits available to eligible tenants; and
 - 3. An explanation of the tenants' rights to remain in possession unless evicted for cause as provided in Section 22.210.140.

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

-
- B. Within 30 days after submission of the tenant relocation license application, the owner shall personally deliver or cause to be personally delivered a tenant relocation information packet to an adult tenant of each dwelling unit to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions are to be removed. If the tenant moved after the earlier of the owner's application for a tenant relocation license, a master use permit, or a building permit and left the owner no forwarding address, an owner may deliver the tenant relocation information packet by certified mail, return receipt requested and by regular mail addressed to the last known address of the tenant. Except as provided in the preceding sentence, delivery of the packets by depositing them in the United States mail shall not be adequate delivery.
- C. 1. The owner shall obtain and submit to the Director a signed delivery receipt from an adult tenant of each affected dwelling unit showing delivery of the tenant relocation information packet.
2. If no adult tenant of a dwelling unit is willing to sign a delivery receipt for the packet, the owner shall deliver the packet and shall submit to the Director a sworn statement describing the date of delivery of the packet and the time and circumstances of the tenant's refusal to acknowledge receipt.
3. If the tenant refuses to accept the packet or if, after diligent efforts by the owner, the tenant cannot be found for delivery of the packet, the owner shall attach the packet to the door of the dwelling unit and shall mail a copy of the packet both by certified mail, return receipt requested and by regular mail to the last known address or forwarding address of the tenant, and shall submit to the Director a sworn statement describing the date of attempted delivery of the packet, efforts made by the owner to deliver the packet, the time and circumstances of the tenant's absence or refusal to accept delivery, the date and time of attaching the packet to the dwelling unit door, the date of mailing by regular and certified mail, and a copy of the return receipt.
4. The delivery receipts and sworn delivery statements shall be submitted to the Director within ten days of delivery of the last tenant information packet.
- D. The owner shall personally deliver or shall cause to be personally delivered, or mailed as provided in subsection 22.210.080.C, a tenant relocation information packet to any tenant who, after the earlier of the owner's application for a tenant relocation license, master use permit or building permit, moves into a dwelling unit to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions are to be removed; provided, that the owner shall not be required to provide a tenant relocation information packet to any new tenant who is not eligible for relocation assistance under subsection 22.210.100.B.

(Ord. 126458 , § 6, 2021; Ord. 115141 , § 1, 1990.)

22.210.090 Tenant income verification

- A. Within 30 days after the date of delivery of the tenant relocation information packet, each tenant of a dwelling unit to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions are to be removed, shall submit to the Director a signed and completed relocation assistance certification form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the occupants of the dwelling unit for the previous calendar year, and the total combined income of the occupants for the current calendar year. However, a tenant who, with good cause, is unable to return the certification form within 30 days may, within 30 days after the date of delivery of the tenant relocation information packet, submit to the Director a written request for an extension of time, which details the facts supporting the claim of "good cause." If the request is submitted within the 30-day period and the facts constitute good cause in accordance with the rules adopted pursuant to this Chapter 22.210, the deadline for submission of the tenant certification form shall be extended 30 days. When an extension has been granted, the Director shall notify the tenant and the owner of the extension.

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

-
- B. Any tenant who fails or refuses to submit the relocation assistance certification form, who refuses to provide information regarding the tenant's income within 30 days of receipt of the information packet or any extension thereof, or who intentionally misrepresents any material information regarding income or entitlement to relocation benefits shall not be entitled to relocation assistance under this Chapter 22.210.
 - C. If information submitted by a tenant on a relocation assistance certification form is incomplete, is inadequate, or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance. If the tenant fails or refuses to respond within 15 days to the Director's request for additional information, such tenant shall not be eligible for relocation assistance.

(Ord. 126458 , § 7, 2021; Ord. 118839 , § 2, 1997; Ord. 117094 , § 3, 1994; Ord. 115141 , § 1, 1990.)

22.210.100 Tenant eligibility for relocation assistance

- A. Low-income tenants shall be eligible for relocation assistance if:
 - 1. The tenant resided in a dwelling unit to be demolished, substantially rehabilitated, or changed in use, or from which rent or income restrictions will be removed on the earliest date of:
 - a. The owner's application for a tenant relocation license pursuant to this Chapter 22.210,
 - b. The owner's application for a master use permit pursuant to Chapter 23.76, et seq. that is necessary to demolish, substantially rehabilitate, or change the use of a dwelling unit, or
 - c. The owner's application for a building permit that is necessary to demolish, substantially rehabilitate, or change the use of a dwelling unit; or
 - 2. The tenant moved into a dwelling unit after the earliest of: the owner's application for a tenant relocation license; a master use permit necessary for demolition, substantial rehabilitation, or change of use; notice of removal of rent or income restrictions; or a building permit necessary for demolition, substantial rehabilitation, or change of use; and, prior to taking possession of the dwelling unit, such tenant was not advised by the owner in writing that the tenant is ineligible for relocation assistance and:
 - a. That the dwelling unit may be demolished, substantially rehabilitated, or changed in use; or
 - b. That the dwelling unit will have its rent or income restrictions removed and the date on which the removal will be effective.
- B. The owner shall provide the tenant with a copy of the written notice described in subsection 22.210.100.A.2 prior to the tenant's occupancy of the dwelling unit, and the owner shall retain a copy with the tenant's signature acknowledging its receipt and the date of receipt. Any tenant who is not advised in writing as provided in subsection 22.210.100.A.2 prior to taking occupancy shall be entitled to full relocation benefits.
- C. Within 15 days of the Director's receipt of the signed relocation assistance certification forms from all tenants listed in the tenant relocation license application or within 15 days of the expiration of the tenants' 30-day period for submitting signed relocation assistance certification forms to the Director, whichever occurs first, the Director shall send to each tenant household who submitted a signed certification form and to the owner, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the tenant household's certification form indicates eligibility for relocation assistance. For those tenants who have been granted an extension pursuant to subsection 22.210.090.A, the Director shall issue a notice concerning tenant eligibility for relocation assistance to the owner and tenants within five days instead of within 15 days of receiving the signed and completed relocation assistance certification forms.

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

- D. Either the tenant or the owner may file an appeal with the Hearing Examiner, pursuant to Section 22.210.150, of the Director's determination of the tenant's eligibility for relocation assistance.

(Ord. 126458 , § 8, 2021; Ord. 118839 § 3, 1997; Ord. 117094 , § 4, 1994; Ord. 115141 § 1, 1990.)

22.210.110 Owner's contribution to relocation assistance

- A. The owner of a dwelling unit to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions will be removed, is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this Chapter 22.210. The City is responsible for payment of the remaining one-half of the relocation assistance.
- B. 1. Within five days after receipt by the owner of the notice of tenant eligibility pursuant to subsection 22.210.100.C, the owner shall provide the Director with a cash deposit or a security instrument in the form of an irrevocable letter of credit with terms acceptable to the Director equal to one-half of the amount of total relocation assistance to be paid to eligible tenants in the dwelling units to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions will be removed. The total relocation assistance shall be calculated based on the number of units occupied by tenant households who are determined by the Director to be eligible for relocation assistance, as modified by any decisions by the Hearing Examiner or a court concerning eligibility for relocation assistance at the time of payment of the owner's share of relocation assistance.
2. An owner may, but is not required to, provide the Director with the owner's share of relocation assistance any time after application for the tenant relocation license but prior to the time it is required by subsection 22.210.110.B.1. If the owner chooses this option, the amount to be provided to the Director will be based on the number of units to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions will be removed, multiplied by the owner's share per unit for the number of units for which relocation assistance may be required. Returns of unused portions of the owner's share paid pursuant to this subsection 22.210.110.B shall be returned in accordance with subsection 22.210.130.F.
- C. If the Director determines, at any time after the owner provides the Director with the owner's share of relocation assistance pursuant to subsection 22.210.110.B, that the owner has not provided sufficient funds to pay the owner's share of relocation assistance to all eligible tenants, the Director shall notify the owner of the additional amount needed, and the owner shall provide the Director with a security instrument in the form of an irrevocable letter of credit or cash deposit in the requested amount within five days of the Director's request.

(Ord. 126458 , § 9, 2021; Ord. 115141 , § 1, 1990.)

22.210.120 Ninety-day tenant notice

- A. Requirement of notice. The owner shall deliver to each tenant in each dwelling unit to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions are to be removed, a 90-day notice of the owner's intention to demolish, substantially rehabilitate, change the use of, or remove rent or income restrictions from the dwelling unit. In addition, a copy of the notice shall be posted at every entrance to any building containing dwelling units to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions will be removed.
- B. Timing of notice. The owner may deliver the 90-day notice any time after the expiration of ten days after the owner's receipt of the Director's notices of tenant eligibility for relocation assistance pursuant to Section

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

22.210.100, so long as the owner has already paid the owner's share of relocation assistance pursuant to subsection 22.210.110.B.1. Exceptions to this rule are:

1. If a Director's determination of eligibility is appealed to the Hearing Examiner pursuant to Section 22.210.150, the owner may not deliver the 90-day notice to any tenant whose eligibility decision was appealed until the issuance of any final unappealed decision on such tenant's eligibility, unless the owner has paid the owner's share of relocation assistance to the Director pursuant to subsection 22.210.110.B.2 for the tenant whose eligibility decision is being appealed, in which case the 90-day notice may be delivered after the later of:
 - a. The date ten days after receipt of the Director's original notice of eligibility, or
 - b. The date the owner's share of relocation assistance was paid to the Director for the tenant(s) pursuant to subsection 22.210.110.B.2;
2. If the actual date of payment of the owner's share of relocation assistance pursuant to subsection 22.210.110.B.1 is more than ten days after receipt of the Director's notices of tenant eligibility, then the 90-day notice may not be delivered until after payment of the owner's share of relocation assistance; and
3. If a tenant has been granted an extension pursuant to Section 22.210.090, the owner may deliver the 90-day notice to a tenant either:
 - a. Any time after expiration of ten days after the owner's receipt of the Director's notice of eligibility for a tenant with an extension, so long as the owner has already paid the owner's share of relocation assistance pursuant to subsection 22.210.110.B.1, or
 - b. The later of:
 - i. The same date the owner would have been able to deliver the 90-day notice to that tenant or any tenant, had no such extension been granted, so long as the owner has paid the owner's share of relocation assistance for all tenants pursuant to Section 22.210.110, or
 - ii. The actual date that the owner pays the owner's share of relocation assistance pursuant to Section 22.210.110 for a tenant with an extension.
- C. The 90-day notice shall be on a form provided by the Director and shall describe the relocation benefits available to eligible tenants and explain the tenant's right to remain in possession unless evicted for cause as provided in Section 22.210.140.
- D. The 90-day tenant notice shall be delivered to the tenants personally or by registered or certified mail with return receipt requested. If personally delivered, an affidavit of service must be completed by the owner.
- E. Concurrently with issuance of the 90-day tenant notice, the owner shall provide the Director with a copy of the notice, a list of current tenants in the affected units, and for each tenant who has moved into a unit since the date of application for the earliest of the tenant relocation license application, Master Use Permit application, or building permit application necessary for the demolition, change of use, substantial rehabilitation, or removal of rent or income restrictions, proof of delivery of either the tenant relocation information packet or the written notice provided in subsection 22.210.100.A.2.
- F. Within 20 days of delivery of the 90-day notice to the tenants, the owner shall provide the Director with proof of delivery of the notice to a tenant of each dwelling unit to be demolished, changed in use, or substantially rehabilitated, or for which rent or income restrictions will be removed.
- G. No tenant relocation license may be issued by the Director until the expiration of 90 days from the date of delivery of the 90-day notice to all affected tenants.

(Ord. 126458 , § 10, 2021; Ord. 118839 , § 4, 1997; Ord. 117094 , § 6, 1994; Ord. 115141 , § 1, 1990.)

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

22.210.130 Relocation assistance payments

- A. Low-income tenants who are displaced by demolition, change of use, substantial rehabilitation, or removal of rent or income restrictions, and who comply with the requirements of this Chapter 22.210, shall be paid a total relocation assistance payment in the amount of \$2,000 to be paid by the City, subject to appropriation of sufficient funds for such purpose by the City. The amount of relocation assistance shall be adjusted annually by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. Such adjustments shall be published in a Director's rule.
- B. A tenant shall be entitled to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken pursuant to Section 22.210.150, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.
- C. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation assistance and an affidavit of the date of vacating the unit and submitting the originals to the Director. Within 21 days after submission to the Director, a check will be issued.
- D. The relocation assistance payment shall be in addition to the refund from the owner of any deposits or other sums to which the tenant is lawfully entitled.
- E. An eligible tenant shall be deemed to have waived his or her right to relocation assistance if:
 - 1. The tenant does not submit a completed request for relocation assistance within 180 days after vacating the dwelling unit to be demolished, changed in use, or substantially rehabilitated; or
 - 2. The tenant does not submit a completed request for relocation assistance within 180 days after the removal of a rent or income restriction or the within 180 days after the date of the notice of eligibility to the tenant, whichever is later; or
 - 3. The tenant does not cash the check for relocation assistance within 180 days after vacating the dwelling unit to be demolished, changed in use, or substantially rehabilitated, or from which rent or income restrictions are to be removed.
- F. Any money remaining in either the cash deposit or the letter of credit that the owner submitted to the Director as the owner's share of relocation assistance pursuant to Section 22.210.110, for tenants whose eligibility was appealed or for tenants who have not claimed the relocation payment, shall be refunded to the owner as follows:
 - 1. If there was an appeal of a tenant's eligibility and the tenant was found to be not eligible, the owner's share of the relocation assistance for that tenant shall be returned to the owner within 30 days of a final unappealed decision; or
 - 2. If a tenant has not claimed the tenant's relocation assistance payment within 180 days after vacating the dwelling unit, the owner's share of the relocation assistance for that tenant shall be refunded to the owner.

(Ord. 126458 , § 11, 2021; Ord. 119271 , § 1, 1998; Ord. 118839 , § 5, 1997; Ord. 117290 , § 2, 1994 [made Ord. 117094 's amendments permanent]; Ord. 117094 , § 7, 1994; Ord. 115141 , § 1, 1990.)

22.210.136 Rent increase to avoid application of Chapter 22.210

- A. No owner may increase rent for the purpose of avoiding the application of this Chapter 22.210.

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

-
- B. If a tenant has received notice of a rent increase of ten percent or more over the periodic or monthly rental rate charged the same tenant for the same housing unit and same services for any period or month during the preceding 12 months that the tenant believes is for the purpose of avoiding the application of this Chapter 22.210, and the tenant makes a complaint to the Director within one year of receiving the notice of the rent increase, the owner shall, within ten days of being notified by the Director of the complaint, complete and file a certification with the Director stating that the rent increase is not for the purpose of avoiding the application of this Chapter 22.210. The failure of the owner to complete and timely file the certification is a defense for the tenant in an eviction action based upon the tenant's failure to pay the increased rent.
 - C. Regardless of whether a certification is timely filed, the Director may investigate the complaint and decide whether the rent increase was made for the purpose of avoiding the application of this Chapter 22.210. A decision by the Director that the rent increase was made for the purpose of avoiding the application of this Chapter 22.210 constitutes a finding that the owner violated subsection 22.210.136.A.
 - D. There is a rebuttable presumption the rent increase was made for the purpose of avoiding the application of this Chapter 22.210 and the owner violated subsection 22.210.136.A if:
 - 1. Within 90 days of the effective date of a rent increase of 20 percent or more over the periodic or monthly rental rate charged the same tenant for the same housing unit and same services for any period or month during the preceding 12 months, that tenant vacates a dwelling unit and, within 180 days of the effective date of the rent increase, the owner:
 - a. Engages in substantial rehabilitation; or
 - b. Applies for a permit for a substantial rehabilitation, demolition, change of use, or removal of rent or income restrictions; and
 - 2. The owner failed to complete and timely file a certification after being notified by the Director of a complaint as provided in subsection 22.210.136.B, or failed to follow the provisions of this Chapter 22.210 after completing and timely filing the certification.
 - E. The Director shall mail a copy of the Director's decision to the owner and to the tenant who made the complaint.

(Ord. 126458 , § 12, 2021; Ord. 124882 , § 3, 2015.)

22.210.140 Eviction protection

- A. After the earliest of: (1) the owner's application for a tenant relocation license; (2) the owner's application for a Master Use Permit necessary for demolition, change of use, or substantial rehabilitation; or (3) the owner's application for a building permit necessary for demolition, change of use, or substantial rehabilitation, the owner shall not evict any tenant except for good cause as defined in subsections 22.205.010.A, 22.205.010.B, 22.205.010.C, 22.205.010.G, 22.205.010.H, 22.205.010.I, 22.205.010.N, and 22.205.010.P, and shall not, for the purpose of avoiding or diminishing the application of this Chapter 22.210, reduce the services to any tenant or materially increase or change the obligations of any tenant. Any rent increase after the removal of rent or income restrictions and prior to the issuance of a tenant relocation license is considered a material increase or change to the obligations of the tenant.
- B. Prior to application for a tenant relocation license, a master use permit necessary for demolition, change of use, or substantial rehabilitation, or a building permit necessary for demolition, change of use, or substantial rehabilitation, or removal of a rent or income restriction, an owner shall not harass or intimidate tenants into vacating their units for the purpose of avoiding or diminishing the application of this Chapter 22.210.

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

(Ord. 126458 , § 13, 2021; Ord. 124882 , § 4, 2015; Ord. 118839 , § 6, 1997; Ord. 117094 , § 8, 1994; Ord. 115141 , § 1, 1990.)

22.210.150 Administrative appeals

- A. Either an owner or a tenant may request a hearing before the Hearing Examiner to appeal a determination concerning a tenant's eligibility for a relocation assistance payment, to resolve a dispute concerning the authority to institute unlawful detainer actions before issuance of the tenant relocation license required by Section 22.210.050, or to review a decision of the Director pursuant to subsection 22.210.136.C.
- B. An appeal regarding eligibility for relocation assistance shall be filed within ten days after receipt of the Director's notice of tenant eligibility for relocation assistance.
- C. A request for a hearing relating to authority to pursue unlawful detainer actions during the relocation period shall be filed prior to issuance of the tenant relocation license.
- D. An appeal to review a decision of the Director pursuant to subsection 22.210.136.C shall be filed within ten days after receipt of the Director's decision.
- E. When the last day of the appeal period is a Saturday, Sunday, or federal or City holiday, the period shall run until 5 p.m. on the next business day.
- F. All requests for a hearing or appeal shall be in writing and shall clearly state specific objections and the relief sought. The appellant is not required to pay the Hearing Examiner filing fee set forth in Section 3.02.125.
- G. Notice of the hearing shall be provided by the Hearing Examiner at least ten days prior to the scheduled hearing date to the tenant, the owner, the Director, and any other interested parties who have requested notice.
- H. A record shall be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The Director is not a necessary party to any Hearing Examiner proceedings pursuant to this Section 22.210.150.
- I. On the day it is issued, the Hearing Examiner shall provide the decision on the appeal to the tenant, the property owner, the Director, and all those requesting notice.
- J. The Hearing Examiner's decision is final and conclusive unless, within ten calendar days of the date of the Hearing Examiner decision, an application or petition for a writ of review is filed in King County Superior Court. Judicial review shall be confined to the record of the administrative hearing. The Superior Court may reverse the Hearing Examiner decision only if the decision is arbitrary and capricious, contrary to law, in excess of the authority or jurisdiction of the Hearing Examiner, made upon unlawful procedure, or in violation of constitutional provisions.

(Ord. 124882 , § 5, 2015; Ord. 123899, § 21, 2012; Ord. 118839 , § 7, 1997; Ord. 117094 , § 9, 1994; Ord. 115141 , § 1, 1990.)

22.210.160 Administration and enforcement

- A. The Director shall administer and enforce the provisions of this Chapter 22.210 and is authorized to adopt reasonable rules and regulations consistent with this Chapter 22.210 to carry out the Director's duties.
- B. Whenever an owner fails to comply with the provisions of this Chapter 22.210, the Director shall refuse to issue the tenant relocation license.

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

-
- C. Any failure to comply with the requirements of this Chapter 22.210 or with a decision of the Hearing Examiner under this Chapter 22.210 shall be a violation of this Chapter 22.210.
 - D. It shall be a violation of this Chapter 22.210 if a tenant who has received relocation assistance pursuant to this Chapter 22.210 fails to vacate the dwelling unit:
 - 1. After the expiration of a notice issued for good cause as defined in subsections 22.205.010.H or 22.205.010.I; or
 - 2. After relocation assistance pursuant to this Chapter 22.210 is provided to a person not eligible for such assistance.

(Ord. 126458 , § 14, 2021; Ord. 115141 , § 1, 1990.)

22.210.170 Notice of violation

If after investigation the Director determines that a violation of this Chapter 22.210 has occurred or exists, the Director may have a notice of violation served upon the person responsible for the violation. The notice may be served by personal service, registered mail, or certified mail, return receipt requested, to the last known address of the person responsible for the violation. The notice of violation shall identify the violation of this Chapter 22.210 and what corrective action is necessary to comply.

(Ord. 115141 , § 1, 1990.)

22.210.180 Violations and penalties

- A. In addition to any other sanction or remedial procedure that may be available, any person violating any provision of this Chapter 22.210 shall be subject to a cumulative civil penalty in the amount of \$1,000 per day for each day from the date the violation began until the requirements of this Chapter 22.210 are satisfied, and if:
 - 1. The violation resulted in a tenant who would have been eligible for relocation assistance not receiving it, the penalty shall be increased by the amount of the violator's share of the relocation assistance that should have been paid; or
 - 2. The violation is for receipt of relocation assistance by an ineligible tenant or for failure to vacate pursuant to Section 22.210.160, the penalty shall be increased by the amount of relocation assistance received by the tenant.
- B. The penalty imposed by this Section 22.210.180 shall be collected by civil action brought in the name of the City. The Director shall notify the City Attorney of the name of any person subject to the penalty, and the City Attorney shall, with the assistance of the Director, take appropriate action to collect the penalty.
- C. Any tenant or person aggrieved by a violation of this Chapter 22.210 may institute a private action to enforce the obligations contained in this Chapter 22.210, provided, that this subsection 22.210.180.C does not create any right of action against the City or any City officer or employee for the failure either to require any owner to pay relocation assistance or to pay tenants the amount of the owner's share with City funds. This section shall be retroactive to June 22, 1993.

(Ord. 124882 , § 6, 2015; Ord. 117094 , § 10, 1994; Ord. 115141 , § 1, 1990.)

Created: 2022-04-04 16:05:30 [EST]

(Supp. No. 28)

Tenant Protections Topic # 5: Ban on abusive, deceptive or unfair practices in rental housing.

City Council Direction: At the February 14, 2022 regular meeting, the City Council directed staff to bring back more information on bans relating to abusive, deceptive or unfair rental housing practices, such as taking advantage of a tenant's lack of understanding of their rights.

1. Background.

Generally, rules applicable to rental properties are covered by the Residential Landlord-Tenant Act, Chap. 59.18 RCW (RLTA), the Manufactured/Mobile Home Landlord-Tenant Act, Chap. 59.20 RCW, and City ordinances (Chap. 8.55 KMC). State law has established several duties for landlords relating to rental housing. For example, RCW 59.18.060 requires landlords to maintain premises, structural components, keep common areas clean and safe, control pests, provide locks, maintain electrical, plumbing, heating and appliances, among other things.

In addition, state law prohibits landlords from placing provisions in a rental agreement that violate state law tenant protections. (RCW 59.18.230) However, state law does not include regulations relating to unfair practices for rental properties, and in a 1985 decision, the Washington Supreme Court ruled that the Consumer Protection Act does not cover violations of the RLTA.¹ Thus, the Washington Attorney General's Office does not handle consumer complaints of unfair practices of the RLTA.

2. Other Jurisdictions:

- King County adopted KCC 12.25.080,² which prohibits landlords from unfair or abusive acts or practices or deceptive acts. King County defines "deceptive acts or practices" and "unfair or abusive acts or practices" to mean:
 1. "Deceptive acts or practices" means representations, omissions, acts or practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the representation, omission, act or practice is reasonable under the circumstances; and the representation, omission, act or practice is material. "Deceptive acts or practices" includes threatening to evict a tenant for nonpayment of charges except as authorized by section 5 of this ordinance.
 2. "Unfair or abusive acts or practices" means those representations, omissions, acts or practices that:
 - a. Materially interfere with the ability of any tenant to understand a term or condition of the rental agreement or the tenancy; or

¹ Chap. 49.60 RCW – Discrimination – Human Rights Commission, regulates "unfair practices" relating to real estate transactions for persons with a protected status such as sex, marital status, sexual orientation, race, creed, color, national origin, citizenship or immigrations status, families with children status, honorably discharged veteran or military services, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

² See Att. 3a which includes King County Code 12.25.080.

b. Take unreasonable advantage of a lack of understanding on the part of the tenant regarding the conditions of the tenancy or rights under the law or the inability of the tenant to protect the tenant's interests.

3. Miscellaneous:

- King County enforces its ban on abusive or unfair practices by giving tenants a private right of action against for the greater of double the tenant's economic and noneconomic damages or three times the monthly rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees. (KCC 12.25.120)
- The Washington Attorney General's Office provides Residential Landlord-Tenant Resources which lists, among other things, educational resources on tenant's rights, tenant hotlines and legal services, etc., at: <https://www.atg.wa.gov/residential-landlord-tenant-resources>

Attachment 5a

Unincorporated King County Unfair or abusive acts by landlords prohibited – at 12.25.080

[Title 12 Public Peace, Safety and Morals - King County](#)

12.25.080 Unfair or abusive acts by landlords prohibited.

A. Landlords are prohibited from unfair or abusive acts or practices or deceptive acts or practices as defined in this section.

B. For the purposes of this section:

1. "Deceptive acts or practices" means representations, omissions, acts or practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the representation, omission, act or practice is reasonable under the circumstances; and the representation, omission, act or practice is material. "Deceptive acts or practices" includes threatening to evict a tenant for nonpayment of charges except as authorized by section 5 of this ordinance.

2. "Unfair or abusive acts or practices" means those representations, omissions, acts or practices that:

a. Materially interfere with the ability of any tenant to understand a term or condition of the rental agreement or the tenancy; or

b. Take unreasonable advantage of a lack of understanding on the part of the tenant regarding the conditions of the tenancy or rights under the law or the inability of the tenant to protect the tenant's interests. (Ord. 19311 § 10, 2021).

Tenant Protections Topic # 6: Prohibiting landlord from requiring child or person with disability from being signatory to lease if tenant of record is already a signatory

City Council Direction: At the February 14, 2022 regular meeting, the City Council directed staff to bring back more information on prohibiting a landlord from requiring a child or person with disability from being a signatory to a lease if tenant of record is already a signatory.

1. Background.

The federal Fair Housing Act (FHA) provides protection, equal opportunity, and discrimination free housing on the basis of: race, color, national origin, religion, sex, disability, and familial status. Additionally, the WA Law Against Discrimination (WLAD) gives additional housing protections for marital status, sexual orientation / gender identity, and veteran / military status. WLAD prohibits discrimination and unfair practices with respect to real estate transactions as follows:

RCW 49.60.222 Unfair practices with respect to real estate transactions, facilities, or services.

(1) It is an unfair practice for any person, whether acting for himself, herself, or another, because of sex, marital status, sexual orientation, race, creed, color, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability:

- (a) To refuse to engage in a real estate transaction with a person;
- (b) To discriminate against a person in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;
- (c) To refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person;
- (d) To refuse to negotiate for a real estate transaction with a person;
- (e) To represent to a person that real property is not available for inspection, sale, rental, or lease when in fact it is so available, or to fail to bring a property listing to his or her attention, or to refuse to permit the person to inspect real property;
- (f) To discriminate in the sale or rental, or to otherwise make unavailable or deny a dwelling, to any person; or to a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or to any person associated with the person buying or renting;
- (g) To make, print, circulate, post, or mail, or cause to be so made or published a statement, advertisement, or sign, or to use a form of application for a real estate transaction, or to make a record or inquiry in connection with a prospective real estate transaction, which indicates, directly or indirectly, an intent to make a limitation, specification, or discrimination with respect thereto;

- (h) To offer, solicit, accept, use, or retain a listing of real property with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith;
- (i) To expel a person from occupancy of real property;
- (j) To discriminate in the course of negotiating, executing, or financing a real estate transaction whether by mortgage, deed of trust, contract, or other instrument imposing a lien or other security in real property, or in negotiating or executing any item or service related thereto including issuance of title insurance, mortgage insurance, loan guarantee, or other aspect of the transaction. Nothing in this section shall limit the effect of RCW 49.60.176 relating to unfair practices in credit transactions; or
- (k) To attempt to do any of the unfair practices defined in this section.

State law prohibits practices of discrimination against any person because of a protected class, including disability. The Human Rights Commission is the state agency that oversees prohibited discrimination in housing, and its Fair Housing website identifies that:

Under the Fair Housing Act, housing providers cannot:

- *Deny entry due to disability*
- *Ask about an applicant's medical history, duration or severity of the disability*
- *Apply different terms or conditions to persons with disabilities*
- *Steer individuals to certain neighborhoods or areas of a complex because of their disability*
- *Make disparaging comments about the appearance or behavior of a person with a disability*¹

Accordingly, staff requests additional information from council to better understand how to approach a tenant protection that may treat a disabled tenant differently than other tenants occupying the rental premises.

2. Other Jurisdictions:

- Staff was unable to find examples from other jurisdictions relating to this topic.

3. Miscellaneous:

- Under state law most (but not all) contracts of minors (persons under 18) are voidable, meaning that minors can get out of their contracts if they choose to do so.²

¹ See Washington Human Rights Commission website "Disability in Housing" located at: <https://www.hum.wa.gov/fair-housing/disability-housing>

² RCW 26.28.010 identifies 18 as the "age of majority". Under RCW 26.28.015, a person 18 years-old may enter into and be bound by a contract. Under RCW 26.28.030, "minors" may be bound by a contract but not if they

- Fair Housing information is located at the Human Rights Commission website at:
<https://www.hum.wa.gov/fair-housing>

disaffirm them within a reasonable time after turning 18, and if they restore money or property received under the contract.

Attachment #7 Tenant Protections: Criminal Background Screening

City Council Direction: At the February 14, 2022 regular meeting, City Council directed staff to bring back more information relating to prohibiting the use of criminal background checks for prospective tenant screening.

1. Background information – State law screening requirements:

The Residential Landlord-Tenant Act (RLTA) requires landlords to have screening criteria in place before they can obtain any information about a prospective tenant (RCW 59.18.257). Tenant screening under the RLTA means using a consumer report or other information about a prospective tenant when determining whether to rent to a tenant.

Prior to screening, a prospective landlord must identify the qualifications required for application approval, and post or give a prospective tenant written notice of:

- what types of information will be used to conduct the tenant screening
- what criteria may result in a denial of an application
- If a consumer report is used, the name and address of the consumer reporting agency and the prospective tenant's rights to obtain a free copy of the consumer report in the event of a denial or other adverse action, and to dispute the accuracy of information appearing in the consumer report
- Whether or not the landlord will accept a comprehensive reusable tenant screening report made available to the landlord by a consumer reporting agency.

Under the RLTA, if a prospective landlord takes an adverse action based on the screening, they must give written notice that explains the reasons for the adverse action. Reasons that may be listed as the basis for an adverse action include:

- lack of information contained in a consumer credit report
- rental history information or reference
- information in a civil record, employment information
- information received in a criminal record.

In the 2022 Legislative Session, House Bill 2017 (Att. 7a) was proposed which would have prevented the use of criminal history in screening criteria, except under certain circumstances. While HB 2017 had a hearing, it did not advance out of committee. Thus, state law does not currently prohibit the use of criminal background checks as part of the tenant screening process.

Fair Housing

The Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (FHA) protects people from discrimination when they are renting or buying a home. The FHA prohibits discrimination in housing due to race,

color, national origin, religion, sex (including gender identity and sexual orientation), family status, and disability.¹

While having a criminal record is not protected under the FHA, restricting access to housing based on criminal records violates the FHA if, without justification, the restriction falls more often on renters who are in a protected class under the FHA. To assist housing providers, the Office of General Counsel for the U.S. Dept. of Housing and Urban Development (HUD) issued guidance on the applications of FHA standards and the use of criminal records in the screening process.² A landlord will violate the FHA if they have a blanket policy of refusing to rent to any prospective tenant, without justification, solely based on criminal records.

The Washington State Human Rights Commission provides information and resources relating to fair housing in Washington, including how to file an FHA complaint.³ In addition, the Washington State Attorney General's Office (AGO) enforces fair housing, including filing complaints against rental housing companies using blanket bans on tenants with a past felony. In a press release, the AGO identified that:

While criminal history may be grounds to refuse to rent to an individual, landlords cannot have a blanket ban on renting to anyone who has a previous felony conviction or arrest record. Instead, they must consider individual facts such as the type and severity of the offense and how long ago the offense occurred. Because certain groups, such as African-Americans, have a higher statistical rates of arrests and convictions, blanket bans have the effect of making it harder for African-Americans than for other groups to find housing. This disparate impact renders blanket policies illegal.⁴

Thus, if a landlord denies an applicant based on criminal records, the denial must be justified on a legitimate nondiscriminatory reason that takes into consideration the nature and severity of the offense, how long ago it occurred, how old the prospective tenant was at the time of conviction, and whether or not they have demonstrated rehabilitation since then.

3. Other jurisdictions:

- Seattle - Chap 14.09 SMC: Prohibits landlords from considering an applicant's criminal history, except for those where the applicant was convicted of a sexual offense as an

¹ U.S. Dept. of Housing and Urban Development publication, *Housing Discrimination Under the Fair Housing Act*. Link at https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview

² U.S. Dept. of Housing and Urban Development, Office of General Counsel, *Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions*, (Helen R. Kanovsky, General Counsel), dated April 4, 2016. Link at https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF

³ See Washington State Human Rights Commission website: <https://www.hum.wa.gov/fair-housing>

⁴ See Press Release: AG takes on discriminatory blanket housing bans on renters with criminal histories (Jan 23, 2017) at <https://www.atg.wa.gov/news/news-releases/ag-takes-discriminatory-blanket-housing-bans-renters-criminal-histories>

adult and is required to register on a local, state or federal list. An exception is provided to landlords who rent living space shared with their personal home (room rentals, ADUs – attached or detached).

- No other jurisdiction in Washington has adopted the criminal screening policy.
- Model Ord. does not include criminal background screening restriction.

4. Miscellaneous:

- Criminal background checks do not require SSN as they are searched by name, date of birth and address.
- HUD requires that owners and managers display a fair housing poster at rental offices. This applies to rentals covered by the federal Fair Housing Act, and to housing rented through a real estate broker/agent.
- Seattle requires residential property managers and real estate professionals within the city limits to display a letter-sized fair housing poster in their place of business
- Example - Fair Housing Poster (Att. 7c and 7d)

H-2043.2

HOUSE BILL 2017

State of Washington

67th Legislature

2022 Regular Session

By Representatives Davis, Simmons, Goodman, J. Johnson, Peterson, Ramel, Ryu, Sells, Macri, Frame, and Lekanoff

Read first time 01/17/22. Referred to Committee on Housing, Human Services & Veterans.

1 AN ACT Relating to addressing housing concerns for individuals
2 impacted by the criminal legal system; amending RCW 59.18.257;
3 reenacting and amending RCW 59.18.030; adding a new section to
4 chapter 59.18 RCW; and creating new sections.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that having a
7 conviction history or having been incarcerated are significant risk
8 factors for housing instability and homelessness. Formerly
9 incarcerated individuals are almost 10 times more likely to
10 experience homelessness than the rest of the population, and much
11 more likely to experience housing insecurity in general. The
12 legislature recognizes that formerly incarcerated people and their
13 families report being denied housing due to a criminal conviction.
14 These barriers to housing have detrimental economic, emotional, and
15 psychological impacts, including separating families when one member
16 of a household is not permitted to live in the home.

17 (2) The legislature finds that criminal record screening for
18 rental housing applicants and tenants has a disparate impact on
19 people and communities of color due to racial inequities in the
20 criminal legal system. These impacts are further compounded by racial
21 bias in the tenant application and selection process. The legislature

1 further finds that stable housing with appropriate supportive
2 services is a key factor in preventing homelessness and reducing
3 recidivism for individuals who were formerly incarcerated.

4 (3) Therefore, the legislature intends to address housing
5 discrimination against people impacted by the criminal legal system.
6 Restricting the use of a conviction history as a reason to deny
7 housing will reduce the harmful impacts that result in high rates of
8 homelessness and housing insecurity among formerly incarcerated
9 individuals.

10 NEW SECTION. **Sec. 2.** This act may be known and cited as the
11 housing justice act.

12 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18
13 RCW to read as follows:

14 (1) A landlord or any third-party entity may not:

15 (a) Advertise, publicize, or implement any policy or practice
16 that automatically or categorically excludes from any rental housing
17 all individuals with any arrest record or conviction record;

18 (b) Require disclosure, inquire about, or take an adverse action
19 against a prospective tenant, tenant, or member of the tenant's
20 household, based on any arrest record or conviction record, except as
21 provided in (c) of this subsection and subject to the exclusions and
22 legal requirements in subsection (7) of this section;

23 (c) Carry out an adverse action based on registry information of
24 a prospective tenant, tenant, or member of the tenant's household,
25 unless the landlord has a substantial, legitimate, nondiscriminatory
26 reason for taking such action.

27 (2)(a) If a landlord takes an adverse action based on a
28 substantial, legitimate, nondiscriminatory reason, the landlord must
29 provide written notice by email, mail, or in person of the adverse
30 action to the prospective tenant or tenant and state the specific
31 registry information that was the basis for the adverse action.

32 (b) If a tenant screening report or comprehensive reusable tenant
33 screening report is used by a landlord as part of the screening
34 process, the landlord must provide the name and address of the
35 consumer reporting agency and the prospective occupant's or tenant's
36 rights to obtain a free copy of the tenant screening report in the
37 event of a denial or other adverse action and to dispute the accuracy
38 of information appearing in the tenant screening report. The

1 prospective tenant or tenant must be provided at least five business
2 days from the time of notice to dispute the accuracy and relevance of
3 the tenant screening report.

4 (c) Any refusal of tenancy under this subsection must be
5 communicated to the tenant pursuant to RCW 59.18.257.

6 (3) Any violation of this section by a landlord occurs in the
7 course of trade or commerce as defined in the consumer protection
8 act, chapter 19.86 RCW and is, for the purpose of applying that
9 chapter, a matter affecting the public interest, is not reasonable in
10 relation to the development and preservation of business, and is an
11 unfair or deceptive act in trade or commerce.

12 (4) It is a defense to an unlawful detainer action under chapter
13 59.12 RCW that the action to remove the tenant and recover possession
14 of the premises is in violation of this section.

15 (5) This section does not prohibit adverse housing decisions
16 based upon other lawful factors within the landlord's knowledge.

17 (6) This section does not affect, modify, or limit the authority
18 of a local government to adopt any rule, regulation, code, or
19 ordinance to the extent that it is consistent with this section or
20 offers greater protection than this section to a prospective tenant,
21 tenant, or member of the tenant's household with respect to a
22 landlord or third-party entity's use of an arrest record, conviction
23 record, registry information, tenant screening report, or
24 comprehensive reusable tenant screening report. This section also
25 does not affect the authority of a local government to enforce,
26 maintain, or amend any local rule, regulation, code, or ordinance
27 enacted prior to January 1, 2022, related to a landlord or third-
28 party entity's use of an arrest record, conviction record, registry
29 information, tenant screening report, or comprehensive reusable
30 tenant screening report. This section supersedes and preempts any
31 local rule, regulation, code, or ordinance enacted on or after
32 January 1, 2022, to the extent that it offers less protection than
33 this section to a prospective tenant, tenant, or member of the
34 tenant's household with respect to a landlord or third-party entity's
35 use of an arrest record, conviction record, registry information,
36 tenant screening report, or comprehensive reusable tenant screening
37 report.

38 (7) This section does not apply to:

39 (a) The renting, subrenting, leasing, or subleasing of federally
40 assisted housing subject to federal regulations that require denial

1 of tenancy including, but not limited to, when any member of the
2 household is subject to a lifetime sex offender registration
3 requirement under a state sex offender registration program or
4 convicted of manufacture or production of methamphetamine on the
5 premises of federally assisted housing;

6 (b) The renting, subrenting, leasing, or subleasing of a single-
7 family dwelling unit in which the owner or subleasing tenant or
8 subrenting tenant occupy part of the single-family dwelling unit; or

9 (c) The renting, subrenting, leasing, or subleasing of an
10 accessory dwelling unit or attached accessory dwelling unit as
11 defined in RCW 36.70A.696.

12 (8) Nothing in this section supersedes or modifies requirements
13 provided in chapter 9A.44 RCW including, but not limited to, registry
14 or supervision requirements. Landlords are not responsible for
15 knowing and enforcing the registry requirements of their tenants or
16 prospective tenants.

17 (9) For purposes of this section:

18 (a) "Adverse action" means:

19 (i) Refusing to engage in or negotiate a rental real estate
20 transaction;

21 (ii) Denying tenancy;

22 (iii) Representing that real property listed for rent or lease is
23 not available for inspection, rental, or lease when in fact it is so
24 available;

25 (iv) Failing or refusing to add a household member to an existing
26 lease;

27 (v) Expelling or evicting an occupant from real property or
28 otherwise making unavailable or denying a dwelling;

29 (vi) Applying different terms, conditions, or privileges to a
30 rental agreement including, but not limited to, the setting of rates
31 for rental or lease, establishment of damage deposits, or other
32 financial conditions for rental or lease, or in the furnishing of
33 facilities or services in connection with such transaction;

34 (vii) Refusing or failing to list real property for rent or
35 lease;

36 (viii) Refusing or failing to show real property listed for rent
37 or lease;

38 (ix) Refusing or failing to accept or transmit any reasonable
39 offer to lease, or rent real property;

40 (x) Terminating a lease; or

1 (xi) Threatening, penalizing, retaliating, or otherwise
2 discriminating against any person for any reason prohibited under
3 this section.

4 (b) "Arrest record" includes, but is not limited to, information
5 indicating that a person has been questioned, apprehended, taken into
6 custody or detention, held for investigation, arrested, charged with,
7 indicted, or tried for any felony, misdemeanor, or other offense
8 pursuant to any law enforcement or military authority.

9 (c) "Conviction record" includes, but is not limited to,
10 information indicating that a person has been convicted of a felony,
11 misdemeanor, or other offense including a civil ordinance violation
12 (forfeiture), placed on probation, fined, imprisoned, or paroled
13 pursuant to any law enforcement or military authority.

14 (d) A "substantial, legitimate, nondiscriminatory reason" exists
15 when the policy or practice is necessary to achieve a substantial,
16 legitimate, and nondiscriminatory interest, which is determined by
17 the landlord by demonstrating, through reliable evidence, a nexus
18 between the policy or practice and resident safety or protecting the
19 property, or both, having considered all the following factors:

20 (i) The nature and severity of the conviction;

21 (ii) The number and types of convictions;

22 (iii) The time that has elapsed since the date of conviction;

23 (iv) The age of the individual at the time of offense, excluding
24 any convictions for offenses that occurred under the age of 25;

25 (v) Evidence of good tenant history before or after the
26 conviction occurred; and

27 (vi) Any supplemental information related to the individual's
28 rehabilitation, good conduct, and additional facts or explanations if
29 provided by the individual.

30 (e) "Registry information" means information solely obtained from
31 a county, statewide, or national sex offender registry including, but
32 not limited to, the registrant's physical description, address, and
33 conviction description and dates.

34 (f) "Supplemental information" means any information produced by
35 the prospective tenant or tenant, or produced on the tenant's behalf,
36 with respect to the tenant's rehabilitation or good conduct
37 including, but not limited to:

38 (i) Written or oral statement from the prospective tenant or
39 tenant;

(ii) Written or oral statement from a current or previous employer;

(iii) Written or oral statement from a current or previous landlord;

(iv) Written or oral statement from a member of the judiciary or law enforcement, parole or probation officer, or person who provides similar services;

(v) Written or oral statement from a member of the clergy, counselor, therapist, social worker, community or volunteer organization, or person or institution who provides similar services;

(vi) Certificate of rehabilitation;

(vii) Certificate of completion or enrollment in an educational or vocational training program, including apprenticeship programs; or

(viii) Certificate of completion or enrollment in a drug or alcohol treatment program or in a rehabilitation program.

Sec. 4. RCW 59.18.030 and 2021 c 212 s 1 are each reenacted and amended to read as follows:

As used in this chapter:

(1) "Active duty" means service authorized by the president of the United States, the secretary of defense, or the governor for a period of more than 30 consecutive days.

(2) "Certificate of inspection" means an unsworn statement, declaration, verification, or certificate made in accordance with the requirements of chapter 5.50 RCW by a qualified inspector that states that the landlord has not failed to fulfill any substantial obligation imposed under RCW 59.18.060 that endangers or impairs the health or safety of a tenant, including (a) structural members that are of insufficient size or strength to carry imposed loads with safety, (b) exposure of the occupants to the weather, (c) plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury, (d) not providing facilities adequate to supply heat and water and hot water as reasonably required by the tenant, (e) providing heating or ventilation systems that are not functional or are hazardous, (f) defective, hazardous, or missing electrical wiring or electrical service, (g) defective or hazardous exits that increase the risk of injury to occupants, and (h) conditions that increase the risk of fire.

(3) "Commercially reasonable manner," with respect to a sale of a deceased tenant's personal property, means a sale where every aspect

of the sale, including the method, manner, time, place, and other terms, must be commercially reasonable. If commercially reasonable, a landlord may sell the tenant's property by public or private proceedings, by one or more contracts, as a unit or in parcels, and at any time and place and on any terms.

(4) "Comprehensive reusable tenant screening report" means a tenant screening report prepared by a consumer reporting agency at the direction of and paid for by the prospective tenant and made available directly to a prospective landlord at no charge, which contains all of the following: (a) A consumer credit report prepared by a consumer reporting agency within the past 30 days; (b) except as limited in section 3 of this act, the prospective tenant's criminal history; (c) the prospective tenant's eviction history; (d) an employment verification; and (e) the prospective tenant's address and rental history.

(5) "Criminal history" means a report containing or summarizing (a) the prospective tenant's criminal convictions and pending cases, the final disposition of which antedates the report by no more than seven years, and (b) the results of a sex offender registry and United States department of the treasury's office of foreign assets control search, all based on at least seven years of address history and alias information provided by the prospective tenant or available in the consumer credit report.

(6) "Designated person" means a person designated by the tenant under RCW 59.18.590.

(7) "Distressed home" has the same meaning as in RCW 61.34.020.

(8) "Distressed home conveyance" has the same meaning as in RCW 61.34.020.

(9) "Distressed home purchaser" has the same meaning as in RCW 61.34.020.

(10) "Dwelling unit" is a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

(11) "Eviction history" means a report containing or summarizing the contents of any records of unlawful detainer actions concerning the prospective tenant that are reportable in accordance with state law, are lawful for landlords to consider, and are obtained after a search based on at least seven years of address history and alias

information provided by the prospective tenant or available in the consumer credit report.

(12) "Gang" means a group that: (a) Consists of three or more persons; (b) has identifiable leadership or an identifiable name, sign, or symbol; and (c) on an ongoing basis, regularly conspires and acts in concert mainly for criminal purposes.

(13) "Gang-related activity" means any activity that occurs within the gang or advances a gang purpose.

(14) "Immediate family" includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

(15) "In danger of foreclosure" means any of the following:

(a) The homeowner has defaulted on the mortgage and, under the terms of the mortgage, the mortgagee has the right to accelerate full payment of the mortgage and repossess, sell, or cause to be sold the property;

(b) The homeowner is at least 30 days delinquent on any loan that is secured by the property; or

(c) The homeowner has a good faith belief that he or she is likely to default on the mortgage within the upcoming four months due to a lack of funds, and the homeowner has reported this belief to:

(i) The mortgagee;

(ii) A person licensed or required to be licensed under chapter 19.134 RCW;

(iii) A person licensed or required to be licensed under chapter 19.146 RCW;

(iv) A person licensed or required to be licensed under chapter 18.85 RCW;

(v) An attorney-at-law;

(vi) A mortgage counselor or other credit counselor licensed or certified by any federal, state, or local agency; or

(vii) Any other party to a distressed property conveyance.

(16) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

(17) "Mortgage" is used in the general sense and includes all instruments, including deeds of trust, that are used to secure an obligation by an interest in real property.

(18) "Orders" means written official military orders, or any written notification, certification, or verification from the service member's commanding officer, with respect to the service member's current or future military status.

(19) "Owner" means one or more persons, jointly or severally, in whom is vested:

(a) All or any part of the legal title to property; or

(b) All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

(20) "Permanent change of station" means: (a) Transfer to a unit located at another port or duty station; (b) change in a unit's home port or permanent duty station; (c) call to active duty for a period not less than 90 days; (d) separation; or (e) retirement.

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

(22) "Premises" means a dwelling unit, appurtenances thereto, grounds, and facilities held out for the use of tenants generally and any other area or facility which is held out for use by the tenant.

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

(24) "Prospective landlord" means a landlord or a person who advertises, solicits, offers, or otherwise holds a dwelling unit out as available for rent.

(25) "Prospective tenant" means a tenant or a person who has applied for residential housing that is governed under this chapter.

(26) "Qualified inspector" means a United States department of housing and urban development certified inspector; a Washington state licensed home inspector; an American society of home inspectors certified inspector; a private inspector certified by the national association of housing and redevelopment officials, the American association of code enforcement, or other comparable professional association as approved by the local municipality; a municipal code enforcement officer; a Washington licensed structural engineer; or a Washington licensed architect.

(27) "Reasonable attorneys' fees," where authorized in this chapter, means an amount to be determined including the following

1 factors: The time and labor required, the novelty and difficulty of
 2 the questions involved, the skill requisite to perform the legal
 3 service properly, the fee customarily charged in the locality for
 4 similar legal services, the amount involved and the results obtained,
 5 and the experience, reputation and ability of the lawyer or lawyers
 6 performing the services.

7 (28) "Reasonable manner," with respect to disposing of a deceased
 8 tenant's personal property, means to dispose of the property by
 9 donation to a not-for-profit charitable organization, by removal of
 10 the property by a trash hauler or recycler, or by any other method
 11 that is reasonable under the circumstances.

12 (29) "Rent" or "rental amount" means recurring and periodic
 13 charges identified in the rental agreement for the use and occupancy
 14 of the premises, which may include charges for utilities. Except as
 15 provided in RCW 59.18.283(3), these terms do not include nonrecurring
 16 charges for costs incurred due to late payment, damages, deposits,
 17 legal costs, or other fees, including attorneys' fees.

18 (30) "Rental agreement" or "lease" means all agreements which
 19 establish or modify the terms, conditions, rules, regulations, or any
 20 other provisions concerning the use and occupancy of a dwelling unit.

21 (31) "Service member" means an active member of the United States
 22 armed forces, a member of a military reserve component, or a member
 23 of the national guard who is either stationed in or a resident of
 24 Washington state.

25 (32) A "single-family residence" is a structure maintained and
 26 used as a single dwelling unit. Notwithstanding that a dwelling unit
 27 shares one or more walls with another dwelling unit, it shall be
 28 deemed a single-family residence if it has direct access to a street
 29 and shares neither heating facilities nor hot water equipment, nor
 30 any other essential facility or service, with any other dwelling
 31 unit.

32 (33) "Subsidized housing" refers to rental housing for very low-
 33 income or low-income households that is a dwelling unit operated
 34 directly by a public housing authority or its affiliate, or that is
 35 insured, financed, or assisted in whole or in part through one of the
 36 following sources:

37 (a) A federal program or state housing program administered by
 38 the department of commerce or the Washington state housing finance
 39 commission;

1 (b) A federal housing program administered by a city or county
2 government;

3 (c) An affordable housing levy authorized under RCW 84.52.105; or

4 (d) The surcharges authorized in RCW 36.22.178 and 36.22.179 and
5 any of the surcharges authorized in chapter 43.185C RCW.

6 (34) A "tenant" is any person who is entitled to occupy a
7 dwelling unit primarily for living or dwelling purposes under a
8 rental agreement.

9 (35) "Tenant representative" means:

10 (a) A personal representative of a deceased tenant's estate if
11 known to the landlord;

12 (b) If the landlord has no knowledge that a personal
13 representative has been appointed for the deceased tenant's estate, a
14 person claiming to be a successor of the deceased tenant who has
15 provided the landlord with proof of death and an affidavit made by
16 the person that meets the requirements of RCW 11.62.010(2);

17 (c) In the absence of a personal representative under (a) of this
18 subsection or a person claiming to be a successor under (b) of this
19 subsection, a designated person; or

20 (d) In the absence of a personal representative under (a) of this
21 subsection, a person claiming to be a successor under (b) of this
22 subsection, or a designated person under (c) of this subsection, any
23 person who provides the landlord with reasonable evidence that he or
24 she is a successor of the deceased tenant as defined in RCW
25 11.62.005. The landlord has no obligation to identify all of the
26 deceased tenant's successors.

27 (36) "Tenant screening" means using a consumer report or other
28 information about a prospective tenant in deciding whether to make or
29 accept an offer for residential rental property to or from a
30 prospective tenant.

31 (37) "Tenant screening report" means a consumer report as defined
32 in RCW 19.182.010 and any other information collected by a tenant
33 screening service.

34 (38) "Transitional housing" means housing units owned, operated,
35 or managed by a nonprofit organization or governmental entity in
36 which supportive services are provided to individuals and families
37 that were formerly homeless, with the intent to stabilize them and
38 move them to permanent housing within a period of not more than
39 twenty-four months, or longer if the program is limited to tenants
40 within a specified age range or the program is intended for tenants

1 in need of time to complete and transition from educational or
2 training or service programs.

3 **Sec. 5.** RCW 59.18.257 and 2016 c 66 s 2 are each amended to read
4 as follows:

5 (1)(a) Prior to obtaining any information about a prospective
6 tenant, the prospective landlord shall first notify the prospective
7 tenant in writing, or by posting, of the following:

8 (i) What types of information will be accessed to conduct the
9 tenant screening;

10 (ii) What criteria may result in denial of the application;

11 (iii) If a consumer report is used, the name and address of the
12 consumer reporting agency and the prospective tenant's rights to
13 obtain a free copy of the consumer report in the event of a denial or
14 other adverse action, and to dispute the accuracy of information
15 appearing in the consumer report; and

16 (iv) Whether or not the landlord will accept a comprehensive
17 reusable tenant screening report made available to the landlord by a
18 consumer reporting agency. If the landlord indicates its willingness
19 to accept a comprehensive reusable tenant screening report, the
20 landlord may access the landlord's own tenant screening report
21 regarding a prospective tenant as long as the prospective tenant is
22 not charged for the landlord's own tenant screening report.

23 (b)(i) The landlord may charge a prospective tenant for costs
24 incurred in obtaining a tenant screening report only if the
25 prospective landlord provides the information as required in (a) of
26 this subsection.

27 (ii) If a prospective landlord conducts his or her own screening
28 of tenants, the prospective landlord may charge his or her actual
29 costs in obtaining the background information only if the prospective
30 landlord provides the information as required in (a) of this
31 subsection. The amount charged may not exceed the customary costs
32 charged by a screening service in the general area. The prospective
33 landlord's actual costs include costs incurred for long distance
34 phone calls and for time spent calling landlords, employers, and
35 financial institutions.

36 (c) If a prospective landlord takes an adverse action, the
37 prospective landlord shall provide a written notice of the adverse
38 action to the prospective tenant that states the reasons for the
39 adverse action. The adverse action notice must contain the following

1 information in a substantially similar format, including additional
2 information as may be required under chapter 19.182 RCW:

3 "ADVERSE ACTION NOTICE

4 Name

5 Address

6 City/State/Zip Code

7 This notice is to inform you that your application has been:

8 Rejected

9 Approved with conditions:

10 Residency requires an increased deposit

11 Residency requires a qualified guarantor

12 Residency requires last month's rent

13 Residency requires an increased monthly rent of \$.....

14 Other:

15 Adverse action on your application was based on the following:

16 Information contained in a consumer report (The prospective
17 landlord must include the name, address, and phone number of the
18 consumer reporting agency that furnished the consumer report that
19 contributed to the adverse action.)

20 The consumer credit report did not contain sufficient
21 information

22 Information received from previous rental history or reference

23 Information received in a criminal history record that relates
24 to a substantial, legitimate, nondiscriminatory reason as described
25 in section 3 of this act

26 Information received in a civil record

27 Information received from an employment verification

28 Dated this day of,(year)

29 Agent/Owner Signature"

30 (2) Any landlord who maintains a website advertising the rental
31 of a dwelling unit or as a source of information for current or
32 prospective tenants must include a statement on the property's home
33 page stating whether or not the landlord will accept a comprehensive
34 reusable tenant screening report made available to the landlord by a
35 consumer reporting agency. If the landlord indicates its willingness
36 to accept a comprehensive reusable tenant screening report, the
37 landlord may access the landlord's own tenant screening report

1 regarding a prospective tenant as long as the prospective tenant is
2 not charged for the landlord's own tenant screening report.

3 (3) Any landlord or prospective landlord who violates subsection
4 (1) of this section may be liable to the prospective tenant for an
5 amount not to exceed one hundred dollars. The prevailing party may
6 also recover court costs and reasonable attorneys' fees.

7 (4) This section does not limit a prospective tenant's rights or
8 the duties of a screening service as otherwise provided in chapter
9 19.182 RCW.

--- END ---

**Washington State
House of Representatives
Office of Program Research**

**BILL
ANALYSIS**

**Housing, Human Services & Veterans
Committee**

HB 2017

Brief Description: Addressing housing concerns for individuals impacted by the criminal legal system.

Sponsors: Representatives Davis, Simmons, Goodman, Johnson, J., Peterson, Ramel, Ryu, Sells, Macri, Frame and Lekanoff.

Brief Summary of Bill

- Prohibits a landlord or third party from advertising, requiring disclosure of, taking an adverse action against, or implementing any policy or practice that automatically or categorically excludes individuals with any arrest record or conviction record from rental housing.

Hearing Date: 1/25/22

Staff: Lena Langer (786-7192).

Background:

Residential Landlord-Tenant Act.

The Residential Landlord-Tenant Act (RLTA) regulates the relationship between residential landlords and tenants. The RLTA establishes rights and duties of both tenants and landlords, procedures for the parties to enforce their rights, and remedies for violations of the RLTA.

Tenant screening under the RLTA means using a consumer report or other information about a prospective tenant when determining whether to rent to the tenant. A tenant screening report means a consumer report as defined under the Fair Credit Reporting Act and any other information collected by a tenant screening service.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.

Landlords may engage in tenant screening to evaluate potential tenants, either by conducting their own searches of public records or by using a tenant screening service to obtain a report on a tenant. Prior to screening, a prospective landlord must notify a prospective tenant about:

- the kind of information that will be accessed;
- criteria that may result in denial of the application;
- the name and address of the consumer reporting agency, if any is used, along with notice to the prospective tenant of their right, in the event of an adverse action, to a free copy of the consumer report and the opportunity to dispute the report's information; and
- whether the landlord will accept a comprehensive tenant screening report made available to the landlord by a consumer reporting agency; if the landlord will accept a comprehensive tenant screening report, the landlord may access the landlord's own tenant screening report so long as the prospective tenant is not charged for the landlord's own tenant screening report.

A comprehensive reusable tenant screening report means a tenant screening report prepared by a consumer reporting agency at the direction of and paid for by the prospective tenant and made available directly to a prospective landlord at no charge, which contains all of the following:

- a consumer credit report prepared by a consumer reporting agency within the past 30 days;
- the prospective tenant's criminal history;
- the prospective tenant's eviction history;
- an employment verification; and
- the prospective tenant's address and rental history.

A landlord may charge a prospective tenant for the cost of a tenant screening report. If the landlord conducts their own screening, the prospective landlord may charge for actual costs to obtain the background information, as long as the amount charged does not exceed the customary costs charged by a screening service in the area. In either case, the landlord may only assess a charge if the landlord provides the prospective tenant with the requisite prior notice outlined above.

If a prospective landlord takes an adverse action, they must provide a written notice of this action to the prospective tenant stating the reasons for the adverse action. This notice must disclose the basis for the adverse action, including whether it was based on information received from:

- consumer credit reports;
- criminal records;
- previous rental history or references;
- employment verification; or
- civil records.

Any landlord who maintains a website advertising a rental unit, or as a source of information for current or prospective tenants, must indicate on the website whether the landlord will accept a comprehensive reusable report.

Summary of Bill:Housing Justice Act.

The Housing Justice Act is created. Under the act, a landlord or third party entity may not:

- advertise, publicize, or implement any policy or practice that automatically or categorically excludes individuals with any arrest record or conviction record from rental housing;
- require disclosure, inquire about, or take an adverse action against a prospective tenant, tenant, or member of the tenant's household, based on any arrest record or conviction record, subject to specific exceptions; or
- carry out an adverse action based on registry information of a prospective tenant, tenant, or member of the tenant's household, unless the landlord has a substantial, legitimate, nondiscriminatory reason for taking such action.

Adverse Action.

If a landlord takes an adverse action based on a substantial, legitimate, nondiscriminatory reason, the landlord must provide written notice of the adverse action to the prospective tenant or tenant, and state the specific registry information that was the basis for the adverse action.

If the tenant screen report or comprehensive reusable tenant screening report is used by a landlord as part of the screening process, the landlord must provide the name and address of the consumer reporting agency and the prospective occupant's or tenant's rights to obtain a free copy of the tenant screening report in the event of a denial or other adverse action and to dispute the accuracy or information in the tenant screening report. The prospective tenant or tenant is provided with at least five business days from the time of the notice to dispute the accuracy and relevance of the tenant screening report.

Any refusal of tenancy under the act must be communicated to the tenant pursuant to the requirements of the adverse action notice as described in the RLTA.

Other Provisions.

Any violation of the act by a landlord is a violation of the Consumer Protection Act. It is a defense to an unlawful detainer action that the removing the tenant and recovering possession of the premises is a violation of the act. The act does not prohibit adverse housing decisions based upon other lawful factors within the landlord's knowledge.

This act does not affect, modify, or limit the authority of a local government to adopt any rule, regulation, code, or ordinance that offers greater protection than this act to a prospective tenant, tenant, or member of the tenant's household with respect to a landlord or third-party entity's use of an arrest record, conviction record, registry information, tenant screening report, or comprehensive reusable tenant screening report.

Exclusions.

This act does not apply to:

- the renting, subrenting, leasing, or subleasing of federally assisted housing subject to federal regulations that require denial of tenancy including, but not limited to, when any household member is subject to a lifetime sex offender registration requirement under a state sex offender registration program or convicted of manufacture or production of methamphetamine on the premises of federally assisted housing;
- the renting, subrenting, leasing, or subleasing of a single-family dwelling unit in which the owner or subleasing tenant or subrenting tenant occupy part of the single-family dwelling unit;
- the renting, subrenting, leasing, or subleasing of an accessory dwelling unit or detached accessory dwelling unit in which the owner or person entitled to possession of the unit maintains a permanent residence, home, or abode on the same lot.

Definitions.

Adverse action means:

- refusing to engage in or negotiate a rental real estate transaction;
- denying tenancy;
- representing that real property listed for rent or lease is not available for inspection, rental, or lease when in fact it is available;
- failing or refusing to add a household member to an existing lease;
- expelling or evicting an occupant from real property or otherwise making unavailable or denying a dwelling;
- applying different terms, conditions, or privileges to a rental agreement including, but not limited to, setting rates for rental or lease, establishing damage deposits, or other financial conditions for rental or lease, or furnishing facilities or services in connection with such transaction;
- refusing or failing to list real property for rent or lease;
- refusing or failing to show real property listed for rent or lease;
- refusing or failing to accept or transmit any reasonable offer to lease, or rent real property;
- terminating a lease; or
- threatening, penalizing, retaliating, or otherwise discriminating against any person for any reason prohibited under this act.

An adverse action notice must include information received in a criminal history record that relates to a substantial, legitimate, nondiscriminatory reason of the landlord.

Arrest record includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted, or tried for any felony, misdemeanor, or other offense pursuant to any law enforcement or military authority.

Conviction record includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor, or other offense including a civil ordinance violation or forfeiture, placed on probation, fined, imprisoned, or paroled pursuant to any law enforcement or military authority.

A substantial, legitimate, nondiscriminatory reason exists when the policy or practice is necessary to achieve a substantial, legitimate, and nondiscriminatory interest, which is determined by the landlord by demonstrating, through reliable evidence, a nexus between the policy or practice and resident safety or protecting the property, or both, having considered all of the following factors:

- the nature and severity of the conviction;
- the number and types of convictions;
- the time that has elapsed since the date of conviction;
- the age of the individual at the time of offense, excluding any convictions for offenses that occurred under the age of 25;
- evidence of good tenant history before or after the conviction occurred; and
- any supplemental information related to the individual's rehabilitation, good conduct, and additional facts or explanations if provided by the individual.

Registry information means information solely obtained from a county, statewide, or national sex offender registry including, but not limited to, the registrant's physical description, address, and conviction description and dates.

Supplemental information means any information produced by the prospective tenant or tenant, or produced on the tenant's behalf, with respect to the tenant's rehabilitation or good conduct including, but not limited to a written or oral statement from:

- the prospective tenant or tenant;
- a current or previous employer;
- a current or previous landlord;
- a member of the judiciary or law enforcement, parole or probation officer, or person who provides similar services; or
- a member of the clergy, counselor, therapist, social worker, community or volunteer organization, or person or institution who provides similar services.

Supplemental information also includes a certificate of rehabilitation; a certificate of completion or enrollment in an educational or vocational training program, including apprenticeship programs; or a certificate of completion or enrollment in a drug or alcohol treatment program or in a rehabilitation program.

Miscellaneous.

A comprehensive reusable tenant screening report may include a prospective tenant's criminal history except as limited by the act.

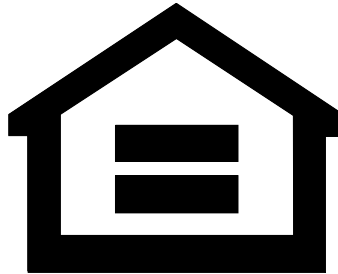
Appropriation: None.

Fiscal Note: Requested on January 21, 2022.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is

passed.

U. S. Department of Housing and Urban Development



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- | | |
|--------------------------------------------------------|------------------------------------------------------|
| ■ In the sale or rental of housing or residential lots | ■ In the provision of real estate brokerage services |
| ■ In advertising the sale or rental of housing | ■ In the appraisal of housing |
| ■ In the financing of housing | ■ Blockbusting is also illegal |

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)

www.hud.gov/fairhousing

**U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410**



We believe in Fair Housing

- We gladly receive inquiries from all.
- We apply fair and equitable criteria when evaluating applicants.
- We enforce our rules equally and without discrimination.
- We set rents, deposits and fees without discrimination.
- We respond to repair requests and other tenant concerns equally.
- We provide reasonable accommodations for people with disabilities.

If you believe you have experienced discrimination:

In Seattle, it is illegal to discriminate in the rental or sale of housing because of:

*Race
National origin
Disability
Use of a service animal
Sex
Sexual orientation
Gender identity
Parental status
Retaliation
Age
Religion
Marital status
Use of a Section 8 certificate
Alternative source of income
Ancestry
Color
Creed
Political ideology
Military status or veteran*

In Seattle, contact



Seattle
Office for Civil Rights

810 Third Ave, Suite 750
Seattle, WA 98104-1627
Tel: 206-684-4500 TTY: 206-684-4503
www.seattle.gov/civilrights

Elsewhere, contact



**U.S. Department of Housing
& Urban Development**

909 1st Avenue, Suite 200
Seattle, WA 98104-1000
Tel: 206-220-5101 or 1-800-877-0246
TTY: (206) 220-5254 www.portal.hud.gov

Accommodations for people with disabilities and language interpretation provided on request.

August 2016



We Believe in Fair Housing!

We welcome qualified tenants without regard to race, color, creed, national origin, sex, sexual orientation or gender identity, honorably discharged veteran or military status, marital status, HIV/AIDS or Hepatitis C status, the presence of any sensory, mental, or physical disability, families with children status, or use of a trained dog guide or service animal by person with a disability.

We do business in accordance with the Federal Fair Housing Act and the Washington State Law Against Discrimination.

- ◆ We gladly receive rental inquiries from all.
- ◆ We apply fair and equitable criteria when evaluating applicants.
- ◆ We provide accessible housing and accommodations for people with disabilities as required by law.
- ◆ We enforce our rules equally and without discrimination.
- ◆ We set rents, deposits and fees without discrimination.
- ◆ We respond to repair requests and other tenant concerns equally.

If you feel you have experienced discrimination, you may file a complaint of housing discrimination



Washington State Human Rights Commission
1-800-233-3247 or 1-800-300-7525 TTY
www.hum.wa.gov

November 2007

Alternative formats are available upon request.

Title 14 - HUMAN RIGHTS
Chapter 14.09 USE OF SCREENING RECORDS IN HOUSING

Attachment #7e City of Seattle

Chapter 14.09 USE OF SCREENING RECORDS IN HOUSING

14.09.005 Short title

This Chapter 14.09 shall constitute the "Fair Chance Housing and Eviction Records Ordinance" and may be cited as such.

(Ord. 126080 , § 3, 2020; Ord. 125393 , § 2, 2017.)

14.09.010 Definitions

"Accessory dwelling unit" has the meaning defined in Section 23.84A.032's definition of "Residential use."

"Adverse action" means:

- A. Refusing to engage in or negotiate a rental real estate transaction;
- B. Denying tenancy;
- C. Representing that such real property is not available for inspection, rental, or lease when in fact it is so available;
- D. Failing or refusing to add a household member to an existing lease;
- E. Expelling or evicting an occupant from real property or otherwise making unavailable or denying a dwelling;
- F. Applying different terms, conditions, or privileges to a rental real estate transaction, including but not limited to the setting of rates for rental or lease, establishment of damage deposits, or other financial conditions for rental or lease, or in the furnishing of facilities or services in connection with such transaction;
- G. Refusing or intentionally failing to list real property for rent or lease;
- H. Refusing or intentionally failing to show real property listed for rent or lease;
- I. Refusing or intentionally failing to accept and/or transmit any reasonable offer to lease, or rent real property;
- J. Terminating a lease; or
- K. Threatening, penalizing, retaliating, or otherwise discriminating against any person for any reason prohibited by Section 14.09.025.

"Aggrieved party" means a prospective occupant, tenant, or other person who suffers tangible or intangible harm due to a person's violation of this Chapter 14.09.

"Arrest record" means information indicating that a person has been apprehended, detained, taken into custody, held for investigation, or restrained by a law enforcement department or military authority due to an accusation or suspicion that the person committed a crime. Arrest records include pending criminal charges, where the accusation has not yet resulted in a final judgment, acquittal, conviction, plea, dismissal, or withdrawal.

"Charging party" means any person who files a charge alleging a violation under this Chapter 14.09, including the Director.

"City" means The City of Seattle.

"Commission" means the Seattle Human Rights Commission.

"Consumer report" has the meaning defined in RCW 19.182.010 and means a written, oral, or other communication of information by a consumer reporting agency bearing on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living that is used or expected to be used or collected in whole or in part for purposes authorized under RCW 19.182.020.

"Conviction record" means information regarding a final adjudication or other criminal disposition adverse to the subject. It includes but is not limited to dispositions for which the defendant received a deferred or suspended sentence, unless the adverse disposition has been vacated or expunged.

"Criminal background check" means requesting or attempting to obtain, directly or through an agent, an individual's conviction record or criminal history record information from the Washington State Patrol or any other source that compiles, maintains, or reflects such records or information.

"Criminal history" means records or other information received from a criminal background check or contained in records collected by criminal justice agencies, including courts, consisting of identifiable descriptions and notations of arrests, arrest records, detentions, indictments, informations, or other formal criminal charges, any disposition arising therefrom, including conviction records, waiving trial rights, deferred sentences, stipulated order of continuance, dispositional continuance, or any other initial resolution which may or may not later result in dismissal or reduction of charges depending on subsequent events. The term includes acquittals by reason of insanity, dismissals based on lack of competency, sentences, correctional supervision, and release, any issued certificates of restoration of opportunities and any information contained in records maintained by or obtained from criminal justice agencies, including courts, which provide individual's record of involvement in the criminal justice system as an alleged or convicted individual. The term does not include status registry information.

"Department" means the Seattle Office for Civil Rights and any division therein.

"Detached accessory dwelling unit" has the meaning defined in Section 23.84A.032's definition of "Residential use."

"Director" means the Director of the Seattle Office for Civil Rights or the Director's designee.

"Dwelling unit" has the meaning as defined in Section 22.204.050.D.

"Eviction history" means information disclosing 1) that an unlawful detainer action was filed pursuant to chapter 59.12 RCW or 2) that the landlord notified the tenant of the landlord's intent to evict the tenant, including notices issued pursuant to chapter 59.12 or 59.18 RCW.

"Fair chance housing" means practices to reduce barriers to housing for persons with criminal records.

"Juvenile" means a person under 18 years old.

A "legitimate business reason" shall exist when the policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. To determine such an interest, a landlord must demonstrate, through reliable evidence, a nexus between the policy or practice and resident safety and/or protecting property, in light of the following factors:

- A. The nature and severity of the conviction;
- B. The number and types of convictions;
- C. The time that has elapsed since the date of conviction;
- D. Age of the individual at the time of conviction;

-
- E. Evidence of good tenant history before and/or after the conviction occurred; and
 - F. Any supplemental information related to the individual's rehabilitation, good conduct, and additional facts or explanations provided by the individual, if the individual chooses to do so. For the purposes of this definition, review of conviction information is limited to those convictions included in registry information.

"Person" means one or more individuals, partnerships, organizations, trade or professional associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers. It includes any owner, lessee, proprietor, manager, agent, or employee, whether one or more natural persons, and any political or civil subdivision or agency or instrumentality of the City.

"Prospective occupant" means any person who seeks to lease, sublease, or rent real property.

"Registry information" means information solely obtained from a county, statewide, or national sex offender registry, including but not limited to, the registrant's physical description, address, and conviction description and dates.

"Respondent" means any person who is alleged or found to have committed a violation of this Chapter 14.09.

"Single family dwelling" has the meaning as defined in Section 22.204.200.A.

"Supplemental information" means any information produced by the prospective occupant or the tenant, or produced on their behalf, with respect to their rehabilitation or good conduct, including but not limited to:

- A. Written or oral statement from the prospective occupant or the tenant;
- B. Written or oral statement from a current or previous employer;
- C. Written or oral statement from a current or previous landlord;
- D. Written or oral statement from a member of the judiciary or law enforcement, parole or probation officer, or person who provides similar services;
- E. Written or oral statement from a member of the clergy, counselor, therapist, social worker, community or volunteer organization, or person or institution who provides similar services;
- F. Certificate of rehabilitation;
- G. Certificate of completion or enrollment in an educational or vocational training program, including apprenticeship programs; or
- H. Certificate of completion or enrollment in a drug or alcohol treatment program; or certificate of completion or enrollment in a rehabilitation program.

"Tenant" means a person occupying or holding possession of a building or premises pursuant to a rental agreement.

(Ord. 126080 , § 4, 2020; Ord. 125393 , § 2, 2017.)

14.09.015 Applicability

A person is covered by this Chapter 14.09 when the physical location of the housing is within the geographic boundaries of the City.

(Ord. 125393 , § 2, 2017.)

14.09.020 Notice to prospective occupants and tenants

Notice of the requirements of this Chapter 14.09 shall be written on all applications for rental properties. The written notice shall state that the landlord is prohibited from requiring disclosure, asking about, rejecting an applicant, or taking an adverse action based on any arrest record, conviction record, or criminal history, except for registry information as described in subsections 14.09.025.A.3, 14.09.025.A.4, and 14.09.025.A.5, and subject to the exclusions and legal requirements in Section 14.09.115. If a landlord screens prospective occupants for registry information, the written notice shall also include this screening criteria and must inform applicants that they may provide any supplemental information related to an individual's rehabilitation, good conduct, and facts or explanations regarding their registry information. The written notice shall also contain the following information: the landlord is prohibited from taking an adverse action against a tenant based on eviction history occurring during or within six months after the end of the civil emergency proclaimed by Mayor Durkan on March 3, 2020, and that the Seattle Office for Civil Rights is the department that will enforce any violations of this ordinance.

(Ord. 126080 , § 5, 2020; Ord. 125515 , § 1, 2018; Ord. 125393 , § 2, 2017.)

14.09.025 Prohibited use of criminal history

- A. It is an unfair practice for any person to:
 - 1. Advertise, publicize, or implement any policy or practice that automatically or categorically excludes all individuals with any arrest record, conviction record, or criminal history from any rental housing that is located within the City.
 - 2. Require disclosure, inquire about, or take an adverse action against a prospective occupant, a tenant, or a member of their household, based on any arrest record, conviction record, or criminal history, except for information pursuant to subsection 14.09.025.A.3 and subject to the exclusions and legal requirements in Section 14.09.115.
 - 3. Carry out an adverse action based on registry information of a prospective adult occupant, an adult tenant, or an adult member of their household, unless the landlord has a legitimate business reason for taking such action.
 - 4. Carry out an adverse action based on registry information regarding any prospective juvenile occupant, a juvenile tenant, or juvenile member of their household.
 - 5. Carry out an adverse action based on registry information regarding a prospective adult occupant, an adult tenant, or an adult member of their household if the conviction occurred when the individual was a juvenile.
- B. If a landlord takes an adverse action based on a legitimate business reason, the landlord shall provide written notice by email, mail, or in person of the adverse action to the prospective occupant or the tenant and state the specific registry information that was the basis for the adverse action.
- C. If a consumer report is used by a landlord as part of the screening process, the landlord must provide the name and address of the consumer reporting agency and the prospective occupant's or tenant's rights to obtain a free copy of the consumer report in the event of a denial or other adverse action, and to dispute the accuracy of information appearing in the consumer report.

(Ord. 125515 , § 2, 2018; Ord. 125393 , § 2, 2017.)

14.09.026 Prohibited use of COVID-19-related eviction history

- A. No landlord may take an adverse action against a prospective or existing tenant or occupant or a member of the tenant or occupant's household based on any eviction history occurring during or within six months after the end of the civil emergency proclaimed by Mayor Durkan on March 3, 2020 unless that eviction history is due to actions by the tenant constituting an imminent threat to the health or safety of neighbors, the landlord, or the tenant's or landlord's household members, subject to the exclusions and legal requirements in subsections 14.09.115.A, 14.09.115.B, 14.09.115.E, and 14.09.115.F. For purposes of this subsection 14.09.026.A, if eviction history that the landlord is not permitted to consider appears in information given to a landlord and a landlord takes an adverse action against the person who is the subject of the eviction history, there is a rebuttable presumption that the adverse action was taken on the basis of eviction history that the landlord is not permitted to consider under this subsection 14.09.026.A.
- B. The City intends that any eviction history occurring during or within six months after the end of the civil emergency proclaimed by Mayor Durkan on March 3, 2020 should be considered good cause for an order of limited dissemination pursuant to RCW 59.18.367(1)(c), unless that eviction history is due to actions by the tenant constituting an imminent threat to the health or safety of neighbors, the landlord, or the tenant's or landlord's household members.

(Ord. 126080 , § 6, 2020)

14.09.030 Retaliation prohibited

- A. No person shall interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter 14.09.
- B. No person shall take any adverse action against any person because the person has exercised in good faith the rights protected under this Chapter 14.09. Such rights include but are not limited to the right to fair chance housing and regulation of the use of criminal history in housing by this Chapter 14.09; the right to limited use by others of eviction history occurring during or within six months after the end of the civil emergency proclaimed by Mayor Durkan on March 3, 2020; the right to make inquiries about the rights protected under this Chapter 14.09; the right to inform others about their rights under this Chapter 14.09; the right to inform the person's legal counsel or any other person about an alleged violation of this Chapter 14.09; the right to file an oral or written complaint with the Department for an alleged violation of this Chapter 14.09; the right to cooperate with the Department in its investigations of this Chapter 14.09; the right to testify in a proceeding under or related to this Chapter 14.09; the right to refuse to participate in an activity that would result in a violation of City, state, or federal law; and the right to oppose any policy, practice, or act that is unlawful under this Chapter 14.09.
- C. No person shall communicate to a person exercising rights protected in this Section 14.09.030, directly or indirectly, the willingness to inform a government employee that the person is not lawfully in the United States, or to report, or to make an implied or express assertion of a willingness to report, suspected citizenship or immigration status of a prospective occupant, a tenant or a member of their household to a federal, state, or local agency because the prospective occupant or tenant has exercised a right under this Chapter 14.09.
- D. It shall be a rebuttable presumption of retaliation if a landlord or any other person takes an adverse action against a person within 90 days of the person's exercise of rights protected in this Section 14.09.030. The landlord may rebut the presumption with clear and convincing evidence that the adverse action was taken for a permissible purpose.

-
- E. Proof of retaliation under this Section 14.09.030 shall be sufficient upon a showing that a landlord or any other person has taken an adverse action against a person and the person's exercise of rights protected in this Section 14.09.030 was a motivating factor in the adverse action, unless the landlord can prove that the action would have been taken in the absence of such protected activity.
 - F. The protections afforded under this Section 14.09.030 shall apply to any person who mistakenly but in good faith alleges violations of this Chapter 14.09.
 - G. A complaint or other communication by any person triggers the protections of this Section 14.09.030 regardless of whether the complaint or communication is in writing or makes explicit reference to this Chapter 14.09.

(Ord. 126080 , § 7, 2020; Ord. 125393 , § 2, 2017.)

14.09.035 Enforcement power and duties

- A. The Department shall have the power to investigate violations of this Chapter 14.09, as defined herein, and shall have such powers and duties in the performance of these functions as are defined in this Chapter 14.09 and otherwise necessary and proper in the performance of the same and provided for by law.
- B. The Department shall be authorized to coordinate implementation and enforcement of this Chapter 14.09 and shall promulgate appropriate guidelines or rules for such purposes.
- C. The Director is authorized and directed to promulgate appropriate guidelines and rules consistent with this Chapter 14.09 and the Administrative Code. Any guidelines or rules promulgated by the Director shall have the force and effect of law and may be relied on by landlords, prospective occupants, tenants, and other parties to determine their rights and responsibilities under this Chapter 14.09.
- D. The Director shall maintain data on the number of complaints filed pursuant to this Chapter 14.09, demographic information on the complainants, the number of investigations it conducts and the disposition of every complaint and investigation. The Director shall submit this data to the Mayor and City Council every six months for the two years following the effective date of the ordinance introduced as Council Bill 119015.

(Ord. 125393 , § 2, 2017.)

14.09.040 Violation

The failure of any person to comply with any requirement imposed on the person under this Chapter 14.09 is a violation.

(Ord. 125393 , § 2, 2017.)

14.09.045 Charge—Filing

- A. An aggrieved person may file a charge with the Director alleging a violation. The charge shall be in writing and signed under oath or affirmation before the Director, one of the Department's employees, or any other person authorized to administer oaths. The charge shall describe the alleged violation and should include a statement of the dates, places, and circumstances, and the persons responsible for such acts and practices. Upon the filing of a charge alleging a violation, the Director shall cause to be served upon the charging party a written notice acknowledging the filing, and notifying the charging party of the time limits and choice of forums provided in this Chapter 14.09.

-
- B. A charge shall not be rejected as insufficient because of failure to include all required information if the Department determines that the charge substantially satisfies the informational requirements necessary for processing.
 - C. A charge alleging a violation or pattern of violations under this Chapter 14.09 may also be filed by the Director whenever the Director has reason to believe that any person has been engaged or is engaging in a violation under this Chapter 14.09.

(Ord. 125393 , § 2, 2017.)

14.09.050 Time for filing charges

Charges filed under this Chapter 14.09 must be filed with the Department within one year after the alleged violation has occurred or terminated.

(Ord. 125393 , § 2, 2017.)

14.09.055 Charge—Amendments

- A. The charging party or the Department may amend a charge:
 - 1. To cure technical defects or omissions;
 - 2. To clarify allegations made in the charge;
 - 3. To add allegations related to or arising out of the subject matter set forth or attempted to be set forth in the charge;
 - 4. To add as a charging party a person who is, during the course of the investigation, identified as an aggrieved person; or
 - 5. To add or substitute as a respondent a person who was not originally named as a respondent, but who is, during the course of the investigation, identified as a respondent. For jurisdictional purposes, such amendments shall relate back to the date the original charge was first filed.
- B. The charging party may amend a charge to include allegations of retaliation which arose after the filing of the original charge. Such amendment must be filed within one year after the occurrence of the retaliation, and prior to the Department's issuance of findings of fact and determination with respect to the original charge. Such amendments may be made at any time during the investigation of the original charge so long as the Department will have adequate time to investigate the additional allegations and the parties will have adequate time to present the Department with evidence concerning the additional allegations before the issuance of findings of fact and a determination.
- C. When a charge is amended to add or substitute a respondent, the Director shall serve upon the new respondent within 20 days:
 - 1. The amended charge;
 - 2. The notice required under subsection 14.09.060.A; and
 - 3. A statement of the basis for the Director's belief that the new respondent is properly named as a respondent. For jurisdictional purposes, amendment of a charge to add or substitute a respondent shall relate back to the date the original charge was first filed.

(Ord. 125393 , § 2, 2017.)

14.09.060 Notice of charge and investigation

- A. The Director shall promptly, and in any event within 20 days of filing of the charge, cause to be served on or mailed, by certified mail, return receipt requested, to the respondent, a copy of the charge along with a notice advising the respondent of respondent's procedural rights and obligations under this Chapter 14.09. The Director shall promptly make an investigation of the charge.
- B. The investigation shall be directed to ascertain the facts concerning the violation alleged in the charge, and shall be conducted in an objective and impartial manner.
- C. During the period beginning with the filing of the charge and ending with the issuance of the findings of fact, the Department shall, to the extent feasible, engage in settlement discussions with respect to the charge. A pre-finding settlement agreement arising out of the settlement discussions shall be an agreement between the charging party and the respondent and shall be subject to approval by the Director. Each pre-finding settlement agreement is a public record. Failure to comply with the pre-finding settlement agreement may be enforced under Section 14.09.100.
- D. During the investigation, the Director shall consider any statement of position or evidence with respect to the allegations of the charge which the charging party or the respondent wishes to submit, including the respondent's answer to the charge. The Director shall have authority to sign and issue subpoenas requiring the attendance and testimony of witnesses, the production of evidence including but not limited to books, records, correspondence, or documents in the possession or under the control of the person subpoenaed, and access to evidence for the purpose of examination and copying, and conduct discovery procedures which may include the taking of interrogatories and oral depositions.
- E. The Director may require a fact-finding conference or participation in another process with the respondent and any of respondent's agents and witnesses and the charging party during the investigation in order to define the issues, determine which elements are undisputed, resolve those issues which can be resolved, and afford an opportunity to discuss or negotiate settlement. Parties may have their legal counsel present if desired.

(Ord. 125393 , § 2, 2017.)

14.09.065 Procedure for investigations

- A. A respondent may file with the Department an answer to the charge no later than ten days after receiving notice of the charge.
- B. The Director shall commence investigation of the charge within 30 days after the filing of the charge. The investigation shall be completed within 100 days after the filing of the charge, unless it is impracticable to do so. If the Director is unable to complete the investigation within 100 days after the filing of the charge, the Director shall notify the charging party and the respondent of the reasons therefor. The Director shall make final administrative disposition of a charge within one year of the date of filing of the charge, unless it is impracticable to do so. If the Director is unable to make a final administrative disposition within one year of the filing of the charge, the Director shall notify the charging party and the respondent of the reasons therefor.
- C. If the Director determines that it is necessary to carry out the purposes of this Chapter 14.09, the Director may, in writing, request the City Attorney to seek prompt judicial action for temporary or preliminary relief to enjoin any violation pending final disposition of a charge.

(Ord. 125393 , § 2, 2017.)

14.09.070 Findings of fact and determination of reasonable cause or no reasonable cause

- A. The results of the investigation shall be reduced to written findings of fact and a determination shall be made by the Director that there is or is not reasonable cause for believing that a violation has been, is being or is about to be committed, which determination shall also be in writing and issued with the written findings of fact. The findings and determination are "issued" when signed by the Director and mailed to the parties.
- B. Once issued to the parties, the Director's findings of fact, determination, and order may not be amended or withdrawn except upon the agreement of the parties or in response to an order by the Commission after an appeal taken pursuant to Section 14.09.075; provided, that the Director may correct clerical mistakes or errors arising from oversight or omission upon a motion from a party or upon the Director's own motion.

(Ord. 125393 , § 2, 2017.)

14.09.075 Determination of no reasonable cause—Appeal from and dismissal

If a determination is made that there is no reasonable cause for believing a violation under this Chapter 14.09 has been, is being, or is about to be committed, the charging party may appeal such determination to the Commission within 30 days of the date the determination is signed by the Director by filing a written statement of appeal with the Commission. The Commission shall promptly deliver a copy of the statement to the Department and respondent and shall promptly consider and act upon such appeal by either affirming the Director's determination or, if the Commission believes the Director should investigate further, remanding it to the Director with a request for specific further investigation. In the event no appeal is taken, or such appeal results in affirmance, or if the Commission has not decided the appeal within 90 days from the date the appeal statement is filed, the determination of the Director shall be final and the charge deemed dismissed and the same shall be entered on the records of the Department.

(Ord. 125393 , § 2, 2017.)

14.09.080 Determination of reasonable cause—Conciliation

- A. If the Director determines that reasonable cause exists to believe that a violation has occurred, is occurring, or is about to occur, the Director shall endeavor to eliminate the violation through efforts to reach conciliation. Conditions of conciliation may include, but are not limited to, the elimination of the violation, rent refunds or credits, reinstatement to tenancy, affirmative recruiting or advertising measures, payment of actual damages, and reasonable attorney's fees and costs, or such other remedies that will carry out the purposes of this Chapter 14.09. The Director may also require payment of a civil penalty as set forth in Section 14.09.100.
- B. Any post-finding conciliation agreement shall be an agreement between the charging party and the respondent and shall be subject to the approval of the Director. The Director shall enter an order setting forth the terms of the agreement, which may include a requirement that the parties report to the Director on the matter of compliance. Copies of such order shall be delivered to all affected parties and shall be subject to public disclosure.
- C. If conciliation fails and no agreement can be reached, the Director shall issue a written finding to that effect and furnish a copy of the finding to the charging party and to the respondent. Upon issuance of the finding, except a case in which a City department is a respondent, the Director shall promptly cause to be delivered the entire investigatory file, including the charge and any and all findings made, to the City Attorney for further proceedings and hearing under this Chapter 14.09, pursuant to Section 14.09.085.

(Ord. 125393 , § 2, 2017.)

Created: 2022-05-20 15:34:48 [EST]

(Supp. No. 29, Update 2)

14.09.085 Complaint and hearing

- A. Following submission of the investigatory file from the Director, the City Attorney shall, except as set forth in subsection 14.09.085.B, prepare a complaint against such respondent relating to the charge and facts discovered during the Department's investigation. The City Attorney shall file the complaint with the Hearing Examiner in the name of the Department and represent the interests of the Department at all subsequent proceedings.
- B. If the City Attorney determines that there is no legal basis for a complaint to be filed or proceedings to continue, a statement of the reasons therefor shall be filed with the Department. The Director shall then dismiss the charge. Any party aggrieved by the dismissal may appeal to the Commission.
- C. The City Attorney shall serve a copy of the complaint on respondent and furnish a copy of the complaint to the charging party and to the Department.
- D. Within 20 days of the service of such complaint upon it, the respondent shall file its answer with the Hearing Examiner and serve a copy of the same on the City Attorney.
- E. Upon the filing of the complaint, the Hearing Examiner shall promptly establish a hearing date and give notice thereof to the Commission, City Attorney, and respondent, and shall thereafter hold a public hearing on the complaint which shall commence no earlier than 90 days nor later than 120 days from the filing of the complaint, unless otherwise ordered by the Hearing Examiner.
- F. After the complaint is filed with the Hearing Examiner, it may be amended only with the permission of the Hearing Examiner, which permission shall be granted when justice will be served and all parties are allowed time to prepare their case with respect to additional or expanded charges.
- G. The hearing shall be conducted by the Hearing Examiner, a deputy hearing examiner, or a hearing examiner pro tempore appointed by the Hearing Examiner from a list approved by the Commission, sitting alone or with representatives of the Commission if any are designated. Such hearings shall be conducted in accordance with written rules and procedures consistent with this Chapter 14.09 and the Administrative Code, Chapter 3.02.
- H. The Commission, within 30 days after receiving notice of the date of hearing from the Hearing Examiner, at its discretion, may appoint two Commissioners, who have not otherwise been involved in the charge, investigation, fact finding, or other resolution and proceeding on the merits of the case, who have not formed an opinion on the merits of the case, and who otherwise have no pecuniary, private, or personal interest or bias in the matter, to hear the case with the Hearing Examiner. Each Commissioner shall have an equal vote with the Hearing Examiner. The Hearing Examiner shall be the chairperson of the panel and make all evidentiary rulings. The Hearing Examiner shall resolve any question of previous involvement, interest, or bias of an appointed Commissioner in conformance with the law on the subject. Any reference in this Chapter 14.09 to a decision, order, or other action of the Hearing Examiner shall include, when applicable, the decision, order, or other action of a panel constituted under this subsection.

(Ord. 125393 , § 2, 2017.)

14.09.090 Decision and order

- A. Within 30 days after conclusion of the hearing, the Hearing Examiner shall prepare a written decision and order, file it as a public record with the City Clerk, and provide a copy to each party of record and to the Department.

-
- B. Such decision shall contain a brief summary of the evidence considered and shall contain findings of fact, conclusions of law upon which the decision is based, and an order detailing the relief deemed appropriate, together with a brief statement of the reasons supporting the decision.
 - C. In the event the Hearing Examiner or a majority of the panel composed of the Hearing Examiner and Commissioners determines that a respondent has committed a violation under this Chapter 14.09, the Hearing Examiner may order the respondent to take such affirmative action or provide for such relief as is deemed necessary to correct the violation, effectuate the purpose of this Chapter 14.09, and secure compliance therewith, including but not limited to rent refund or credit, reinstatement to tenancy, affirmative recruiting and advertising measures, or payment of reasonable attorney's fees and costs, or to take such other action as in the judgment of the Hearing Examiner will carry out the purposes of this Chapter 14.09. An order may include the requirement for a report on the matter of compliance.
 - D. The Department in the performance of its functions may enlist the aid of all departments of City government, and all said departments are directed to fully cooperate with the Department.

(Ord. 125393 , § 2, 2017.)

14.09.095 Appeal from Hearing Examiner order

- A. The respondent may obtain judicial review of the decision of the Hearing Examiner by applying for a Writ of Review in King County Superior Court within 14 days from the date of the decision in accordance with the procedure set for in chapter 7.16 RCW, other applicable law, and court rules.
- B. The decision of the Hearing Examiner shall be final and conclusive unless review is sought in compliance with this Section 14.09.095.

(Ord. 125393 , § 2, 2017.)

14.09.100 Civil penalties in cases alleging violations of this Chapter 14.09

- A. In cases either decided by the Director or brought by the City Attorney alleging a violation filed under this Chapter 14.09, in addition to any other award of damages or grant of injunctive relief, a civil penalty may be assessed against the respondent to vindicate the public interest, which penalty shall be payable to The City of Seattle and the Department. Payment of the civil penalty may be required as a term of a conciliation agreement entered into under subsection 14.09.080.A or may be ordered by the Hearing Examiner in a decision rendered under Section 14.09.090.
- B. The civil penalty assessed against a respondent shall not exceed the following amount:
 1. \$11,000 if the respondent has not been determined to have committed any prior violation;
 2. \$27,500 if the respondent has been determined to have committed one other violation during the five-year period ending on the date of the filing of this charge; or
 3. \$55,000 if the respondent has been determined to have committed two or more violations during the seven-year period ending on the date of the filing of this charge; except that if acts constituting the violation that is the subject of the charge are committed by the same person who has been previously determined to have committed acts constituting a violation, then the civil penalties set forth in subsections 14.09.100.B.2 and 14.09.100.B.3 may be imposed without regard to the period of time within which those prior acts occurred.

(Ord. 125393 , § 2, 2017.)

14.09.105 Enforcement of Department and Hearing Examiner orders and agreements

- A. In the event a City respondent fails to comply with any final order of the Director or of the Hearing Examiner, a copy of the order shall be transmitted to the Mayor, who shall take appropriate action to secure compliance with the final order.
- B. In the event a respondent fails to comply with any final order issued by the Hearing Examiner not directed to the City or to any City department, the Director shall refer the matter to the City Attorney, for the filing of a civil action to enforce such order.
- C. Whenever the Director has reasonable cause to believe that a respondent has breached a settlement or conciliation agreement, the Director shall refer the matter to the City Attorney for filing of a civil action to enforce such agreement.

(Ord. 125393 , § 2, 2017.)

14.09.110 Evaluation

The Department shall ask the Office of the City Auditor to conduct an evaluation of the Fair Chance Housing Ordinance to determine if the program should be maintained, amended, or repealed. The evaluation should include an analysis of the impact on discrimination based on race and the impact on the ability of persons with criminal records to obtain housing. The highest quality evaluation will be performed based on available resources and data. The Office of the City Auditor, at its discretion, may retain an independent, outside party to conduct the evaluation. The evaluation shall be submitted to City Council by the end of 2019.

(Ord. 125393 , § 2, 2017.)

14.09.115 Exclusions and other legal requirements

- A. This Chapter 14.09 shall not be interpreted or applied to diminish or conflict with any requirements of state or federal law, including but not limited to Title VIII of the Civil Rights Act of 1968, the Federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq., as amended; the Washington State Fair Credit Reporting Act, chapter 19.182 RCW, as amended; and the Washington State Criminal Records Privacy Act, chapter 10.97 RCW, as amended. In the event of any conflict, state and federal requirements shall supersede the requirements of this Chapter 14.09.
- B. This Chapter 14.09 shall not apply to an adverse action taken by landlords of federally assisted housing subject to federal regulations that require denial of tenancy, including but not limited to when any member of the household is subject to a lifetime sex offender registration requirement under a state sex offender registration program and/or convicted of manufacture or production of methamphetamine on the premises of federally assisted housing.
- C. This Chapter 14.09 shall not apply to the renting, subrenting, leasing, or subleasing of a single family dwelling unit in which the owner or subleasing tenant or subrenting tenant occupy part of the single family dwelling unit.
- D. This Chapter 14.09 shall not apply to the renting, subrenting, leasing, or subleasing of an accessory dwelling unit or detached accessory dwelling unit wherein the owner or person entitled to possession thereof maintains a permanent residence, home, or abode on the same lot.
- E. This Chapter 14.09 shall not be construed to discourage or prohibit landlords from adopting screening policies that are more generous to prospective occupants and tenants than the requirements of this Chapter 14.09.

Created: 2022-05-20 15:34:48 [EST]

(Supp. No. 29, Update 2)

F. This Chapter 14.09 shall not be construed to create a private civil right of action.

(Ord. 125393 , § 2, 2017.)

14.09.120 Severability

The provisions of this Chapter 14.09 are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of this Chapter 14.09, or the application thereof to any landlord, prospective occupant, tenant, person, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of this Chapter 14.09, or the validity of its application to other persons or circumstances.

(Ord. 125393 , § 2, 2017.)

Municipal Regulation of Residential Tenancies

April 4, 2022 by [Oskar Rey](#)

Category: [Housing](#)



It's no secret that rental housing costs in Washington have been rising significantly in recent years. According to the [University of Washington Center for Real Estate Research](#), in spring 2009, the average rent for an apartment in Washington State was \$939 and the vacancy rate was 6.3%. By fall 2021, average rent had risen to \$1,547 and the vacancy rate had dipped to 3.6%. Increased housing cost is not just a problem in Washington's largest cities — Kittitas County, for example, has also seen an increase in average rent, from \$704 in spring 2009 to \$1,161 in fall 2021.

The Washington State Legislature, as well as some cities and counties, have chosen to enact tenant protection measures in response to the booming rental market. This blog will look at the applicable state provisions on this topic and provide examples of local regulatory efforts through a review of cases involving the City of Seattle in which those regulations have been challenged.

State Law Overview

State law limits cities and counties in one significant respect. In 1981, the legislature preempted cities ([RCW 35.21.830](#)) and counties ([RCW 36.01.130](#)) from adopting and enforcing residential rent control ordinances.

On the other hand, in recent years, the legislature has adopted a number of tenant protection measures, including:

- Just cause eviction: In 2021 the legislature adopted [RCW 59.18.650](#), which requires landlords to specify a reason for refusing to continue a residential tenancy, subject to certain limited exceptions.
- Managing initial deposits and fees: In 2020 the legislature adopted [RCW 59.18.610](#), which provides that a tenant may request to pay deposits, nonrefundable fees, and last month's rent in installments.
- A 60-day notice of rent increase: In 2019 the legislature amended [RCW 59.18.140](#) to provide 60-day notice of a rent increase, and increases may not take effect until the completion of the term of the current rental agreement.
- A 120-day notice of demolition: In 2019, the legislature amended [RCW 59.18.200](#) to require 120-day notice to tenants of demolition or substantial rehabilitation of premises.
- Prohibition on source of income discrimination: In 2018, the legislature adopted [RCW 59.18.255](#), which prohibits source of income discrimination against a tenant who uses a benefit or subsidy to pay rent.
- COVID-19 measures: In 2021, the legislature adopted [RCW 59.18.620](#) through [RCW 59.18.630](#), which prohibits assessment late fees for nonpayment of rent due between March 1, 2020, and six months following the expiration of the COVID-19 eviction moratorium. Pursuant to [RCW 59.18.630](#), landlords are also required to offer repayment plans to tenants with unpaid rent.

In addition, [RCW 59.18.440](#) authorizes cities and counties to adopt relocation assistance ordinances for low-income tenants.

Regulation of Tenancies at the Local Level

Some cities have adopted tenant protection measures at the local level. In addition to Seattle, [Auburn](#), [Burien](#), and [Tacoma](#) have tenant protection regulations. Individual landlords or landlord organizations sometimes challenge tenant protection regulations as unconstitutional regulatory takings and a violation of due process rights, among other things.

In 2019, the Washington Supreme Court clarified the tests for regulatory takings and violations of substantive due process in two cases known as *Yim I* and *Yim II*. Both *Yim* cases involved challenges to tenant protection provisions adopted by the City of Seattle. In 2020 MRSC published a [blog about the ruling](#) written by Roger Wynne, who

represented the City of Seattle in the *Yim* cases, on the significant constitutional issues raised by those cases.

First in Time Rule: *Yim v. City of Seattle (Yim I)*

The City of Seattle’s “first in time” rule (FIT) requires landlords to notify prospective tenants of the criteria used to screen prospective tenants and the minimum threshold for each criterion. A landlord must note the date and time it receives a complete application from a prospective tenant and screen the applications in chronological order. The landlord is required to offer the rental unit to the first prospective tenant who meets the screening criteria. The measure is intended to address potential bias by landlords against prospective tenants based on factors such as gender, race, or disability. It can be found at [Seattle Municipal Code 14.08.050](#), and the Seattle Office for Civil Rights has an [FAQ about the rule](#).

Landlords challenged the FIT rule in *Yim I*, claiming it violated their constitutional rights. They argued that the FIT rule was invalid on its face and should be struck down. The supreme court upheld the FIT rule, noting that while there is room for substantial debate as to whether it will be successful, it passed “rational basis” review by the court.

Criminal History Checks: *Yim v. City of Seattle (Yim II)*

The City of Seattle, as part of its response to its “housing affordability crisis,” adopted an ordinance that prohibits landlords and tenant screening services from requiring disclosure or taking adverse action against a prospective tenant based on arrest records or criminal history. Prior to adopting the ordinance, the city considered the fact that criminal history checks disproportionately impact racial minorities and that the criminal history is sometimes used as a pretext for racial discrimination. The ordinance can be found at [SMC 14.09.025](#).

Yim II was a federal court case in which the federal court asked the Washington Supreme Court to clarify the appropriate standard of review for substantive due process claims under Washington law. The Washington Supreme Court [clarified that](#) the standard of review was the same as the federal standard. The federal district court [subsequently upheld](#) the constitutionality of the ordinance in an unpublished decision. That ruling has been appealed to the federal Ninth Circuit Court of Appeals.

Eviction Bans and More: *Rental Housing Association v. City of Seattle*

The *Rental Housing Association (RHA)* case, decided by the Washington Court of Appeals on March 21, 2022, involved a challenge to several Seattle ordinances:

- The winter eviction ban: [SMC 22.205.080](#) provides that it is a defense to certain evictions if the eviction would result in the tenant having to vacate the premises at

any time between December 1 and March 1. This provision was adopted in February 2020, prior to the start of the COVID-19 pandemic emergency. The Washington Court of Appeals ruled that a winter eviction ban is not preempted by state law and does not violate the constitutional rights of landlords.

- The COVID-19 eviction ban: In March 2020, Mayor Durkan adopted an eviction order that prohibits evictions for failure to pay rent during the civil emergency declared by Mayor Durkan on March 3, 2020, if the tenant submits a declaration asserting that the tenant has suffered financial hardship as a result of the pandemic. The mayor's eviction moratorium expired on February 28, 2022, and it was not challenged in the case. However, the Seattle City Council adopted [SMC 22.205.090](#), which extends the eviction ban for an additional six months after termination because the "economic impacts from the COVID-19 emergency are likely to last much longer than the civil emergency itself." The appeals court ruled that the six-month extension was not preempted by state law. However, the appeals court held that it violated landlord procedural due process rights, because, unlike the mayor's eviction moratorium, it did not provide landlords an opportunity to challenge a tenant's self-certification of financial hardship during the civil emergency.
- A payment plan ordinance: The City of Seattle also adopted an uncoded [payment plan ordinance](#) in May 2020. This occurred prior to the 2021 adoption of [RCW 59.18.630](#) by the state legislature. The ordinance included a provision that bans the accrual of interest on rent due during or within one year after the emergency declaration. The appeals court stated that [RCW 59.18.630](#) did not preempt Seattle's payment plan ordinance. It upheld the ordinance generally but struck down a provision that banned the accrual of interest on rent due during or within one year after termination of the civil emergency. [RCW 19.52.010](#) provides that a creditor (such as a landlord) is entitled to interest when the debtor fails to pay the specified amount and the ordinance conflicted with that statute.

Conclusion

The question of whether to adopt tenant protections at the local level is a policy choice. Although rent control is preempted, cities and counties have latitude to adopt other tenant protection measures that provide additional protections and do not directly conflict with state law. Since such measures may implicate landlord constitutional rights, they should be reviewed carefully by legal counsel.

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.



About Oskar Rey

Oskar Rey has practiced municipal law since 1995 and served as Assistant City Attorney for the City of Kirkland from 2005 to 2016, where he worked on a wide range of municipal topics, including land use, public records, and public works. Oskar is a life-long resident of Washington and graduated from the University of Washington School of Law in 1992.