

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 Regular Meeting Agenda

June 14, 2021, 7 PM

VIA ZOOM - LINK: <https://us02web.zoom.us/j/81511588948>

Or iPhone one-tap :

US: +12532158782,,81511588948# or +13462487799,,81511588948#

Or Telephone: Dial US: +1 253 215 8782

Webinar ID: 815 1158 8948

I. CALL MEETING TO ORDER

II. FLAG SALUTE

III. ROLL CALL

IV. AGENDA APPROVAL

V. PRESENTATION

- A. Pop-Up Vaccine Clinic Update with guest Tod Wollum of the Shoreline Fire Department

VI. PUBLIC COMMENTS

- A. We want to welcome our community members to the Council's meeting. In this forum, the Council cannot engage or dialogue with the public; the primary role of the Council is to listen. All comments must be addressed to the Mayor and City Council. Please use the "raise hand" feature if you wish to speak. 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, city of residence for the record and keep your comments to the allotted time. Your time cannot be granted to another and your clock time will not be reset unless there are extenuating circumstances *and* the Presiding Officer has expressly allowed it. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. This meeting is being recorded. Thank you for taking the time to express your comments.

VII. CONSENT AGENDA

- A. City Council Meeting Minutes:
[May 24, 2021 Special and Regular Meeting Minutes](#)
[June 7, 2021 Special Meeting Minutes](#)

- B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64, and payroll check #10165 dated 05/21/2021 totaling \$3,275.25 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 05/21/2021 totaling \$164,661.93 and an ACH Payment to Thomco Construction in the amount of \$659,753.45
[Voucher Certification and Approval City of Kenmore dated 5/21/2021](#)
- C. Receive and File March 2021 Financial Report
[March, 2021 Financial Report](#)
- D. Authorize the City Manager to execute Amendment No. 8 of Contract 17-C1656 with Mott MacDonald for Construction Engineering Support Services related to the Log Boom Park Project, in an amount not to exceed \$100,000.
[Agenda Bill - Construction Engineering Support Log Boom Park Attachment - Addendum No. 8](#)
- E. Adopt Resolution No. 21-363, Granting Final Plat Approval for Plat of Northbrook
[Agenda Bill - Resolution 21-363 Northbrook FLP Exhibit 1 Vicinity Map Exhibit A Resolution 21-363 - FLP Map Resolution 21-363 Northbrook FLP](#)
- F. Cancel June 21, 2021 Regular Council Meeting

VIII. BUSINESS AGENDA

- A. Tree Preservation Recommendations, presented by Senior Planner Samantha Loyuk, *for Information*
[Agenda Bill - Tree Preservation Recommendations](#)
[Tree Preservation Recommendations Memorandum](#)
[Attachment 1](#)
[Attachment 2](#)
[Attachment 3](#)
- B. Resolution 21-364, establishing City policies for sustainable/green purchasing of goods and services, presented by Environmental Services Manager Richard Sawyer, *for Approval*
[Agenda Bill- Sustainable Purchasing](#)
[Resolution 21-364 - Establishing Sustainable City Government Principles](#)
- C. Ordinance 21-0525, Extending the Temporary Moratorium on Residential Tenant Eviction and adopting Renter Protections Related to Covid-19, presented by Community Development Director Debbie Bent, *for Adoption*
[Agenda Bill - Eviction Moratorium and Renter Protection](#)
[Attachment #1 Ordinance 210525 clean version](#)
[Attachment #2 20-03.6 Proclamation Residential Eviction Moratorium Extending to Sept 30 2021](#)
[Attachment #3 Engrossed Second Substitute Senate Bill \(E2SSB 5160\)](#)
[Attachment #4 Governor Veto](#)

[Attachment #5 Summary of E2SSB 5160 \(April 26 2021\)](#)

[Attachment #6 COVID Renter Protections Draft Ordinance-Sept](#)

[Attachment #7 emergency rule 20.03.4](#)

[Attachment #8 20-350 Resolution](#)

[Attachment #9 Ordinance 21-0525 Eviction Moratorium and Defenses \(June 14th\) redline version](#)

[Attachment #10 Comments from the Transit Riders Union](#)

[Attachment #11 comments from the Washington MultiFamily Housing Association](#)

IX. STAFF REPORT

- A. Public Works Site Search Update, presented by Public Works Operations Manager Jennifer Gordon and Environmental Services Manager Richard Sawyer

[Council Meeting Staff Memo - PW Shop Site Selection Project Update](#)

X. COUNCILMEMBER REPORTS & COMMENTS

XI. ADJOURNMENT

UPCOMING MEETINGS:

- A. June 28, 2021
July 12, 2021
July 19, 2021

**City of Kenmore
City Council Meeting
Special & Regular Meeting Minutes
May 24, 2021**

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.

CALL SPECIAL MEETING TO ORDER:

Mayor Baker called the special meeting to order at 6:00 p.m. via Zoom.

EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(i), the Council entered a closed session for pending and potential litigation. The Executive Session lasted approximately one hour. No action was taken.

CALL REGULAR MEETING TO ORDER:

Mayor Baker called the special meeting to order at 7:00 p.m. via Zoom.

PRESENT:

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

Staff: City Manager Rob Karlinsey
Assistant City Manager Nancy Ousley
City Clerk Anastasiya Warhol
City Attorney Dawn Reitan
Human Resources Manager Leonora Palana
Public Works Operations Manager Jennifer Gordon
Environmental Services Manager Richard Sawyer
Community Development Director Debbie Bent
Communications Specialist Lauren Chomiak

Speaking Guests: Fernell Miller, The Root of Us
Dan Burke, 58 Stars Travel
Briahna Murray, Gordon Thompson Honeywell
Shelly Helder, Gordon Thompson Honeywell
Katie Wilson, Transit Riders Union
Edmund Witter, KCBA Housing Justice Project

Brett Waller, Washington Multi-Family Housing Association
Christiana Matthews, Kenmore Resident
Patrick O'Brien, Kenmore Resident
Stacey Valenzuela, Kenmore Resident
Janet Hays, Kenmore Resident
David Evans, Kenmore Resident
David Morton, Redmond Resident
Elizabeth Mooney, Kenmore Resident
Phyllis Finley, Kenmore Resident
John Hendrickson, Kenmore Resident
Nancy Hansen, Kenmore Resident
Randy Bannecker, Seattle – King County Realtors
Nancy Hansen, Kenmore Resident

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ENDA APPROVAL

The agenda was approved as presented.

PROCLAMATIONS

Mayor Baker read the National Gun Violence Awareness Day Proclamation, announcing June 4 as the National Gun Violence Awareness Day, and encouraging the City of Kenmore to wear orange on that day.

MOTION: Councilmember Marshall moved to suspend the rules to allow guest Fernell Miller to share some thoughts prior to the reading of the Juneteenth proclamation. Councilmember Kugler seconded the motion. PASSED by a majority of the Council.

Ms. Fernell Miller offered thoughts and suggestions for how Juneteenth should be celebrated/recognized within the City of Kenmore.

Mayor Baker read the Juneteenth Proclamation, commemorating the June 19 holiday. Fernell Miller, Founder and CEO of diversity, equity, and inclusion consultancy The Root of Us, accepted the proclamation.

Mayor Baker read the Pride proclamation. Dan Burke of Stars 68 Travel accepted the Proclamation, thanking the Council for the opportunity and expressing his anticipation of continued travel plans by Kenmore residents.

PUBLIC COMMENT:

The Council took comments from the public from approximately 7: 51 p.m. until 8:30 p.m. Timestamped link included here: <https://youtu.be/Gatl05PcXog?t=6711>

CONSENT AGENDA

- A. Minutes:
[City Council April 26, 2021, Regular Meeting Minutes](#)

[City Council May 10, 2021, Regular Meeting Minutes](#)

[City Council May 17, 2021, Regular Meeting Minutes](#)

[City Council May 20, 2021, Special Meeting Minutes](#)

- B. Emergency Proclamation 20-02.5, Amending Pandemic and Public Health Emergency Response and Recovery Policy to extend FFCRA Benefits
[Agenda Bill - Pandemic Policy](#)
[20-02.5 - Amendment Pandemic Policy](#)
- C. Approve Total Check #s 47263 through 47340 totaling \$2,618,195.02, and payroll check #10164 dated 5/07/2021 totaling \$1,767.71 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 05/07/2021 totaling \$162,695.87.
[Voucher Approval Report Dated 5/14/21](#)
- D. Receive and File January 2021 Financial Report
[January 2021 Monthly Financial Report 1-2021](#)
- E. Receive and File February 2021 Financial Report
[February 2021 Monthly Financial Report 2- 2021](#)

MOTION: Councilmember Pfeil moved to approve the consent agenda as presented; including all items listed above. Councilmember O'Cain seconded the motion.
VOTE: 7 Yes, 0 No, 0 Abstain. MOTION CARRIED.

BUSINESS AGENDA

- A. Residential Tenant Eviction Moratorium and Renter Protections Related to Covid-19, presented by Community Development Director Debbie Bent and guests, *for Discussion and Direction*
[Agenda Bill - Eviction Moratorium Discussion for 052421](#)
[Attachment - 1 Senate Bill 5160](#)
[Attachment 2 - Governor Veto of Sections in SB5160](#)
[Attachment 3 - Summary of E2SSB 5160](#)
[Attachment 4 - Draft model ordinance](#)
[Attachment 5 - City moratorium on tenant evictions](#)
[Attachment 6 - Department of Commerce Report](#)

Community Development Director Debbie Bent introduced the following guests who shared perspectives of the nearly expired eviction moratorium:

- Katie Wilson, Transit Riders Union
- Edmund Witter, KCBA Housing Justice Project
- Brett Waller, Washington Multi-Family Housing Association

After Council discussion and direction, Ms. Bent agreed to bring forward a model ordinance for Council action once it has been vetted and discussed with legal counsel. The consensus of the Council is to extend the eviction moratorium.

- B. *Report on 2021 Legislative Session, presented by Shelly Helder and Briahna***

***Murray of Gordon Thompson Honeywell, for Discussion
2021 End of Legislative Session Presentation
End of Legislative Session Report***

Shelly Helder and Briahna Murray of Gordon Thompson Honeywell presented the end of session report, highlighting both successes and continuing efforts.

***C. American Rescue Plan Act Funding, presented by City Manager Rob Karlinsey, for Discussion and Direction
ARPA Funding Memorandum***

City Manager Rob Karlinsey discussed the funding memorandum with the Council. The Council offered additional comments regarding assistance to Kenmore residents.

D. Potential Public Works Site Property Acquisition, presented by City Manager Rob Karlinsey, Public Works Operations Manager Jennifer Gordon, and Environmental Services Manager Richard Sawyer, for Discussion and/or Action

City Manager Rob Karlinsey explained that a willing seller has notified the City with the intent to discuss selling a property sited as candidate for a public works facility. Mr. Karlinsey explained that the Council may authorize the City Manager to pursue this avenue via a letter of intent.

MOTION: Councilmember Srebnik moved to authorize the City Manager to sign the Letter of Intent dated May 24, 2021 to purchase real property located at: 6506 N. E. 202nd St. and 6502 202nd St. Kenmore Washington and further authorizing the City Manager to sign a Real Estate Purchase and Sale Agreement consistent with the terms of the May 24, 2021 Letter of Intent as approved by Legal Counsel for the City, and feasibility which shall be subject to City Council approval. Councilmember Pfeil seconded the motion.

VOTE: 7 for, 0 against, 0 abstain. Motion CARRIED.

MOTION: Councilmember Pfeil moved to **correct the earlier motion** as follows: Authorize the City Manager to sign the Letter of Intent dated May 24, 2021 to purchase real property located at: 6506 N. E. 202nd St. and **6520 NE** 202nd St. Kenmore Washington and further authorizing the City Manager to sign a Real Estate Purchase and Sale Agreement consistent with the terms of the May 24, 2021 Letter of Intent as approved by Legal Counsel for the City, and feasibility which shall be subject to City Council approval. Mayor Baker seconded the motion.

VOTE: 7 for, 0 against, 0 abstain. Motion CARRIED.

Signed Letter of Intent linked: <https://kenmore.civicweb.net/document/112446>

STAFF REPORTS

Lauren Chomiak presented the community resources webpage to the City Council. The Council offered recommendations for additional content.

ADJOURNMENT

Mayor Baker adjourned the meeting at approximately 11:01 p.m.

ATTEST: _____
David Baker, Mayor

Anastasiya Warhol, City Clerk

**City of Kenmore
City Council Meeting
Special Meeting Minutes
June 7, 2021**

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.

CALL MEETING TO ORDER

Mayor Baker called the meeting to order at 6 p.m. via Zoom.

PRESENT

Councilmembers:	Mayor David Baker Deputy Mayor Nigel Herbig Councilmember Joe Marshall Councilmember Debra Srebnik Councilmember Corina Pfeil Councilmember Melanie O’Cain Councilmember Angela Kugler
Staff:	City Manager Rob Karlinsey City Clerk Anastasiya Warhol City Attorney Dawn Reitan Public Works Operations Manager Jennifer Gordon Environmental Services Manager Richard Sawyer Finance and Administration Director Leticia Salcido Development Services Director Bryan Hampson Assistant City Manager Nancy Ousley

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(b), the Council entered an Executive Session to Consider the Acquisition of Real Estate. The Executive session lasted approximately 40 minutes.

POSSIBLE ACTION RELATING TO EXECUTIVE SESSION

MOTION: Councilmember Pfeil moved to authorize the City Manager to sign the Letter of Intent dated May 25, 2021, to purchase real property located at: 6450 NE 202nd Street, Kenmore Washington and further authorizing the City Manager to sign a Real Estate Purchase and Sale Agreement consistent with the terms of the May 25, 2021 Letter of Intent as approved by Legal Counsel for the City, and feasibility which shall be subject to City Council approval. Mayor Baker seconded the motion.

VOTE: 7 for, 0 against, 0 abstain. Motion CARRIED.

Authorized Letter of Intent linked here: <https://kenmore.civicweb.net/document/112444>

ADJOURNMENT

Mayor Baker adjourned the special meeting at approximately 6:45 p.m.

David Baker, Mayor

ATTEST:

Anastasiya Warhol, City Clerk



Voucher Certification and Approval

City of Kenmore
DATE RANGE:
05/15/2021 - 05/28/2021

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 47341 through 47431: \$501,022.64

Payroll Check #10165 dated 05/21/2021: \$ 3,275.25

Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 05/21/2021: \$164,661.93

ACH Payment to: Thomco Construction \$659,753.45

Ray K. G. 6/2/21
City Manager / Date

[Signature] 6/1/21
Finance Director / Date

Vendor Name	Check #	Date	Description	Amount
THOMCO CONSTRUCTION, INC.	1002 ACH Payment	05/28/2021	20-C2144 Juanita Dr. Ped/Bike Const.	659,753.45
AFLAC	47341	05/21/2021	Employee Medical/Disability Plans	216.19
AWC EMPLOYEE BENEFIT TRUST	47342	05/21/2021	Employee Health Insurance	71,012.85
AWC EMPLOYEE BENEFIT TRUST	47343	05/21/2021	Void	-
CITY OF KENMORE	47344	05/21/2021	Wages Overpayment Reimbursement	50.00
DEPARTMENT OF LABOR AND INDUSTRIES	47345	05/21/2021	City of Kenmore	3,766.48
DEPARTMENT OF LABOR AND INDUSTRIES	47346	05/21/2021	Void	-
EMPLOYMENT SECURITY DEPARTMENT	47347	05/21/2021	Paid Family & Medical Leave	1,321.82
ICMA RETIREMENT C/O ALLFIRST BANK / 109964	47348	05/21/2021	City of Kenmore 401a	18,906.89
ICMA RETIREMENT TRUST 457 / 304745	47349	05/21/2021	ICMA 457 Deferred Comp	8,246.64
LINCOLN NATIONAL LIFE INSURANCE	47350	05/21/2021	Life Ins/ADD & LTD	1,516.92
NATIONAL LIFE OF VERMONT	47351	05/21/2021	Life Insurance	123.17
STATE OF FLORIDA DISBURSEMENT UNIT	47352	05/21/2021	Employee Deduction	275.00
UNITED WAY OF KING COUNTY	47353	05/21/2021	Employee Charitable Contribution	118.46
ADVANCE TESTING & SERVICE INC	47354	05/28/2021	Backflow Testing Svcs	1,566.00
BANNER BANK BAKER	47355	05/28/2021	Zoom Account	60.54
BANNER BANK NO	47356	05/28/2021	Wix.com Hangar Reservation Svc	5.49
BCN TELECOM, INC.	47357	05/28/2021	5/15-6/14 City Hall Phone Lines	386.77
BUILDERS EXCHANGE OF WASHINGTON INC	47358	05/28/2021	Bid Document Plan Holder for Log Boom Park	196.70

VII. B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64,...

CALPORTLAND COMPANY	47359	05/28/2021	Materials for 175th St. Pothole Project	86.09
CAMP UNITY EASTSIDE	47360	05/28/2021	21-C2733 Human Services Funding	6,400.00
CANON FINANCIAL SERVICES, INC.	47361	05/28/2021	May 2nd Floor Copier Lease	266.08
CASCADE PEST CONTROL	47362	05/28/2021	Rhododendron Park Pest Control	143.13
CASCADIA CONSULTING GROUP, INC.	47363	05/28/2021	20-C2679 3/26-4/25 Climate Action Plan Proj. Mgmt.	5,805.00
COMCAST BUSINESS	47364	05/28/2021	5/10-6/9 Squire's Landing Internet	69.95
COMCAST BUSINESS	47365	05/28/2021	5/14-6/13 City Hall Cable & Internet	152.10
DAILY JOURNAL OF COMMERCE	47366	05/28/2021	Log Boom Park Access Proj. Publication	679.40
ELECTRONIC BUSINESS MACHINES	47367	05/28/2021	Apr. 2nd Floor Copier B/W & Color Charges	257.24
EMERALD FIRE LLC	47368	05/28/2021	Log Boom Fire Standpipe Repairs	517.47
FRUHLING SAND & TOPSOIL	47369	05/28/2021	Crushed Rock for Surface Water Project	107.75
HONEY BUCKET	47370	05/28/2021	5/15-6/11 Squire's Landing Rental	240.35
HYDROPOINT DATA SYSTEMS, INC.	47371	05/28/2021	Yearly WeatherTrak Irrigation System Renewal	1,175.00
INSLEE, BEST, DOEZIE & RYDER, P.S.	47372	05/28/2021	March Attorney Fees	20,060.77
INTERNATIONAL CITY/CNTY MGMT ASSOC	47373	05/28/2021	City Manager Membership Renewal	1,400.00
JET CITY PRINTING	47374	05/28/2021	Misc. Office Supplies	445.91
JURASSIC PARLIAMENT	47375	05/28/2021	Council Training Registration	1,600.00
KBA INC.	47376	05/28/2021	18-C1846 Apr. W. Sammamish Bridge Const. Mgmt.	100,425.13
KENMORE MIDDLE SCHOOL	47377	05/28/2021	1st Qtr 2021 Human Svcs Funding	2,650.00
KING COUNTY FINANCE	47378	05/28/2021	April Street Maintenance/Signs/Signals	10,979.88
KING COUNTY FINANCE	47379	05/28/2021	Apr. Road Maintenance/Signs	1,336.04
KPFF CONSULTING ENGINEERS	47380	05/28/2021	19-C2098 3/27-4/30 Project Mgmt.	112,645.06
NORTHSHORE SENIOR CENTER	47381	05/28/2021	4th Qtr Adult Day Health Center Human Svcs Funding	500.00
NORTHSHORE SENIOR CENTER	47382	05/28/2021	4th Qtr 2020 Human Svcs Funding - Transportation	1,650.00
NORTHSHORE UTILITY DIST	47383	05/28/2021	Developer Extension Application Fee	2,000.00
NORTHSHORE UTILITY DIST	47384	05/28/2021	3/15-5/15 Various Water/Sewer & Irrigation Chgs	2,240.58
OFFICE DEPOT	47385	05/28/2021	Misc. Office Supplies	85.80
OFFICE DEPOT	47386	05/28/2021	Misc. Office Supplies	45.58
OFFICE DEPOT	47387	05/28/2021	Misc. Office Supplies	71.42
OFFICE DEPOT	47388	05/28/2021	Ink for Front Desk Copier	16.83
OFFICE DEPOT	47389	05/28/2021	Misc. Office Supplies	182.30
OFFICE DEPOT	47390	05/28/2021	Colored Ink for Front Desk Copier	33.66
OFFICE DEPOT	47391	05/28/2021	Misc. Office Supplies	58.83
O'REILLY/FIRST CALL	47392	05/28/2021	Cotter Pins for Dump Truck #334	4.38
OSBORN CONSULTING INC.	47393	05/28/2021	19-C2012 Feb. NE 190th Culvert Phase II	48,108.23

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OSW EQUIPMENT & REPAIR, LLC	47394	05/28/2021	Tommy Gate & Installation Fleet Vehicle 332	4,980.85
PACE ENGINEERS, INC.	47395	05/28/2021	21-C2667 Apr. On-Call Engineering Svcs	3,058.00
PACIFIC OFFICE AUTOMATION	47396	05/28/2021	1st Floor Monthly Temperature Kiosk Fees	83.68
PUGET SOUND ENERGY	47397	05/28/2021	4/13-5/13 Gas/Electricity/Traffic Signals	1,756.39
PUGET SOUND ENERGY	47398	05/28/2021	Electrical Hookup	12,219.29
QUALITY BUSINESS SYSTEMS / WELLS FARGO	47399	05/28/2021	5/5-6/4 1st Floor Copier Lease	676.14
RED BARN ENGINEERING, INC.	47400	05/28/2021	21-C2666 4/10-5/7/21 On-Call Engineering Svcs	12,550.66
SHANNON & WILSON, INC.	47401	05/28/2021	19-C2122 4/4-5/8 Geotechnical Svcs	1,275.00
SISKUN POWER EQUIPMENT	47402	05/28/2021	Stormwater Facility Maintenance Equipment	3,411.26
SISKUN POWER EQUIPMENT	47403	05/28/2021	Small Tools/Equipment	293.26
SNOHOMISH COUNTY	47404	05/28/2021	April Solid Waste Charges	416.00
STAPLES ADVANTAGE	47405	05/28/2021	Hangar & City Hall Maintenance Supplies	265.98
STAPLES ADVANTAGE	47406	05/28/2021	Parks Maintenance Supplies	461.99
STAPLES ADVANTAGE	47407	05/28/2021	Trash Bags for Hangar Bldg.	63.51
TOTAL LANDSCAPE CORP	47408	05/28/2021	May Parks & City Hall Landscaping	5,030.02
U.S. BANK PURCHASE CARDS	47409	05/28/2021	Urban 3 LLC	1,050.00
U.S. BANK PURCHASE CARDS	47410	05/28/2021	Cops Plus/Crisis Systems Mgmt.	747.68
U.S. BANK PURCHASE CARDS	47411	05/28/2021	Volgistics/Amazon Thermometers/SurveyMonkey	217.80
U.S. BANK PURCHASE CARDS	47412	05/28/2021	Paypal AWC/LinkedIn/Craigslist	599.11
U.S. BANK PURCHASE CARDS	47413	05/28/2021	Zoom/CommandLink	4,352.05
U.S. BANK PURCHASE CARDS	47414	05/28/2021	Shutterstock/Vcita Subscriptions	96.89
U.S. BANK PURCHASE CARDS	47415	05/28/2021	Zoom/AWC/DRI Gallup/Jurassic Parliament/WAPRO	1,344.83
U.S. BANK PURCHASE CARDS	47416	05/28/2021	Computer Equipment, Phone Cases, Comp. Upgrades	434.07
U.S. BANK PURCHASE CARDS	47417	05/28/2021	Amazon/International Code Council	573.59
U.S. BANK PURCHASE CARDS	47418	05/28/2021	Costco/AmazonAWC/GoodearthOSHA4Less	1,638.21
U.S. BANK PURCHASE CARDS	47419	05/28/2021	City Hall Supplies, MBP.com, Printer, Training	760.71
VERIZON WIRELESS	47420	05/28/2021	Staff Cell Phones & Data Plans	219.51
U.S. BANK PURCHASE CARDS	47421	05/28/2021	Zoom/Notary Training/Goodhire.com	423.60
U.S. BANK PURCHASE CARDS	47422	05/28/2021	Zoom Charges, Network Upgrades, Website, WFH Equip	5,385.76
U.S. BANK PURCHASE CARDS	47423	05/28/2021	City Hall Maint, Training, Landscaping, MBP.com	1,412.57
U.S. BANK PURCHASE CARDS	47424	05/28/2021	Amazon/Office Depot/DOL/Webinar	257.03
U.S. BANK PURCHASE CARDS	47425	05/28/2021	Amazon/Volgistics/Survey Monkey/Sticker Mule	226.14
U.S. BANK PURCHASE CARDS	47426	05/28/2021	Shutterstock/Vcita/WA Festivals/MRSC Training	425.89
U.S. BANK PURCHASE CARDS	47427	05/28/2021	Sign Connection/ International Code Council	3,213.20
U.S. BANK PURCHASE CARDS	47428	05/28/2021	Costco/Amazon/American Public Works	123.62
U.S. BANK PURCHASE CARDS	47429	05/28/2021	Zoom Fees	44.04

VII. B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64,...

U.S. BANK PURCHASE CARDS	47430	05/28/2021	Network Upgrades, Supplies, WFH Equipment	424.43
U.S. BANK PURCHASE CARDS	47431	05/28/2021	American Planning Association Conference	300.00
DRS 457	DFT0001004	05/21/2021	DRS 457 Deferred Comp	1,075.99
AVIDIA HEALTH	DFT0001005	05/21/2021	Employee Health Savings Contribution	100.00
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001006-1011	05/21/2021	Public Employees Retirement	34,047.40
NAVIA	DFT0001012	05/21/2021	Employee Flexible Spending Account	516.54
BANK OF AMERICA 941	DFT0001013	05/21/2021	Federal Taxes	19,300.95
PALANA, LEONORA	10164	5/21/2021	Payroll Check	3,275.25
PAYROLL	Electronic Dep.	5/21/2021	Direct Deposit	109,621.05
				<u><u>\$ 1,328,713.27</u></u>

VII. B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64,...



City of Kenmore

Vendor Purchasing Report

For Date Range 01/01/2021 - 05/28/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0014	AMERICAN PLANNING ASSOCIATION	1,232.00
0037	BASTYR UNIVERSITY	50,000.00
0064	CASCADE PEST CONTROL	715.39
0067	CENTER FOR HUMAN SERVICES	9,300.00
0076	CITY OF BELLEVUE	42,995.67
0081	CITY OF KENMORE	400.00
0083	CITY OF LAKE FOREST PARK	49,950.00
0099	CONSOLIDATED PRESS	8,930.08
0106	CROWN PRODUCTS LLC	514.20
0109	DAILY JOURNAL OF COMMERCE	1,496.55
0121	REPUBLIC SERVICES	2,982.22
0130	EMPLOYMENT SECURITY DEPARTMENT	6,622.22
0137	FERGUSON ENTERPRISES INC #3011	173.67
0145	FRUHLING SAND & TOPSOIL	252.75
0151	CALPORTLAND COMPANY	1,335.26
0169	HERRERA ENVIRONMENTAL CONSULTANTS	4,276.16
0173	HOME DEPOT CREDIT SERVICES	2,125.34
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	97,165.65
0189	INTERNATIONAL CITY/CNTY MGMT ASSOC	2,765.48
0191	INTERNATIONAL INST OF MUNI CLERKS	210.00
0197	JET CITY PRINTING	830.91
0205	KENMORE HERITAGE SOCIETY	75.00
0206	KENMORE MIDDLE SCHOOL	5,400.00
0212	KING COUNTY FINANCE W.L.R.D.	1,052.86
0218	KING COUNTY FINANCE	1,687.01
0219	KING COUNTY FINANCE	52,132.51
0230	KING COUNTY RADIO COMM SERVICES	300.57
0235	KING COUNTY TREASURY	41,217.28
0251	LIGHTHOUSE CONSULTING INC	56,585.98
0261	PENDLETON CONSULTING LLC	3,200.00
0267	MR. T'S TROPHIES & AWARDS LLC	105.84
0285	NORTHSHORE FIRE DEPT	1,160.00
0286	NORTHSHORE SCHOOL DISTRICT	109,213.00
0287	NORTHSHORE SENIOR CENTER	17,900.00
0288	NORTHSHORE UTILITY DIST	64,489.88
0292	HONEY BUCKET	1,830.12
0300	OFFICE DEPOT	1,863.94
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	2,345.00
0310	PACIFIC TOPSOILS	3,201.28
0327	PUGET SOUND CLEAN AIR AGENCY	19,396.00
0328	PUGET SOUND ENERGY	129,182.60
0345	SEATTLE TIMES	1,003.82
0346	SECRETARY OF STATE	20.00
0355	STAPLES ADVANTAGE	5,959.49
0356	STATE AUDITOR'S OFFICE	2,318.55
0357	STEWART MACNICHOLS HARMELL, INC.	25,000.00
0359	SOUND CITIES ASSOC	15,539.29
0365	TOTAL LANDSCAPE CORP	37,563.88
0371	UNITED STATES POSTMASTER	3,653.82
0375	US POSTAL SERVICE (HASLER)	3,688.02
0385	WA ASSOC OF BUILDING OFFICIALS	2,000.00
0386	WA ASSOC OF CODE ENFORCEMENT	20.00

Vendor Purchasing Report

For Date Range 01/01/2021 - 05/28/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0387	WA CITIES INSURANCE AUTHORITY	382,432.00
0390	WA FINANCE OFFICERS ASSOCIATION	75.00
0400	WASHINGTON STATE DEPT OF REVENUE	801.79
0401	WA STATE DEPT OF TRANSPORTATION	11,750.85
0405	WASHINGTON STATE OFFICE CASH MGMT	547.00
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	10,646.34
0424	ICMA RETIREMENT TRUST 457 / 304745	78,223.73
0425	DRS 457	10,758.65
0426	AFLAC	1,080.95
0428	BANK OF AMERICA 941	196,252.94
0429	AWC EMPLOYEE BENEFIT TRUST	348,336.10
0431	DEPARTMENT OF RETIREMENT SYSTEMS	331,723.93
0432	DEPARTMENT OF LABOR AND INDUSTRIES	18,168.43
0434	UNITED WAY OF KING COUNTY	592.30
0436	NATIONAL LIFE OF VERMONT	615.85
0448	UPS STORE KENMORE	62.80
0450	AURORA RENTS	1,916.27
0484	CITY WIDE FENCE COMPANY, INC	825.75
0497	DAY WIRELESS SYSTEMS	153.72
0542	AMERICAN SOCIETY OF COMPOSERS	367.00
0558	SNOHOMISH COUNTY	1,476.00
0586	QUADIENT LEASING USA, INC.	710.14
0610	WA STATE DEPT OF TRANSPORTATION	15,795.11
0685	PACE ENGINEERS, INC.	8,517.00
0689	DIGITAL REPROGRAPHICS SERVICES INC.	984.50
0690	BUILDERS EXCHANGE OF WASHINGTON INC	196.70
0692	HDR ENGINEERING, INC	340,526.53
0696	AMERICAN GENERAL LIFE GPO/400S	1,399.60
0743	BANNER BANK NO	822.51
0781	QUALITY BUSINESS SYSTEMS INC.	1,407.09
0791	NORTHSHORE ROTARY CLUB	120.00
0817	GRAINGER	289.04
0831	NORTHSHORE PARK & REC SERVICE AREA	2,720.00
0892	JACOBS ENGINEERING GROUP	82,837.86
0898	ZONAR SYSTEMS	528.21
0899	SHRED IT, C/O STERICYCLE, INC>	688.51
0913	KENMORE ELEMENTARY	1,250.00
0981	COMCAST BUSINESS	1,367.45
0994	GORDON THOMAS HONEYWELL	15,608.80
1003	IWORQ SYSTEMS	2,800.00
1010	WESTLAKE HARDWARE WA-153	648.87
1034	EMERALD FIRE LLC	517.47
1045	HORIZON DISTRIBUTORS INC	1,782.47
1052	FIRE PROTECTION, INC	12,183.34
1068	WA STATE DEPT OF LABOR & INDUSTRIES	147.20
1123	AM TEST, INC	800.00
1148	AGORA REFRESHMENTS	252.84
1168	SCHINDLER ELEVATOR CORPORATION	5,887.20
1197	MILLER STEPHENS, MARY	3,750.00
1215	STATE OF FLORIDA DISBURSEMENT UNIT	2,750.00
1216	ADVANCE TESTING & SERVICE INC	1,566.00
1222	OLSON BROTHERS PRO VAC	26,247.17
1299	VERIZON WIRELESS	991.98
1309	BANNER BANK BAKER	5,277.29
1311	WASHINGTON STATE PATROL	1,107.35
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	3,000.00
1326	JOYCE ZIKER PARKINSON	1,087.50
1331	KBA INC.	418,201.97

VII. B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64,...

Vendor Purchasing Report

For Date Range 01/01/2021 - 05/28/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1337	STATE OF WA DEPT. OF LICENSING	0.40
1339	STATE OF WA DEPARTMENT OF LICENSING	20.00
1345	SHERWIN WILLIAMS CO. #8099	391.95
1358	ALPHAGRAPHICS	333.31
1359	EVERGREEN FIRE AND SAFETY, INC.	466.95
1385	CITYWORKS/ AZTECA SYSTEMS INC.	33,030.00
1387	ST OF WA DEPT OF FISH & WILDLIFE	40.00
1390	UTILITIES UNDERGROUND LOCATION CTR	746.91
1403	OSBORN CONSULTING INC.	110,443.44
1431	BRIEN, GAYLYNN	200.00
1452	CITY OF KENT	500.00
1459	FLEMINGS HOLIDAY LIGHTING LLC	2,547.71
1482	HIGHWIRE	543.12
1492	MACDONALD MILLER FACILITY SOLUTIONS	11,752.62
1504	SCORE	28,645.86
1524	GRANICUS LLC	14,890.46
1544	METROPOLITAN TRANS. COMMISSION	1,500.00
1555	LINCOLN NATIONAL LIFE INSURANCE	7,304.41
1673	KPFF CONSULTING ENGINEERS	202,651.81
1689	MOTT MACDONALD GROUP, INC.	136,699.61
1701	THE SEATTLE TIMES NIE	256.45
1704	BANNER BANK RK	489.46
1708	APPLIED CONCEPTS, INC.	3,512.19
1711	SOFTWAREONE, INC.	11,925.63
1731	NORTHWEST ARBORICULTURE LLC	792.72
1739	FIX AUTO	300.80
1763	REID, JAMES FALCONER	6,772.50
1814	YSI INCORPORATED, A XYLEM BRAND	1,403.12
1816	NAVIA	11,665.40
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	3,380.70
1829	SHI INTERNATIONAL CORP.	1,400.87
1838	AVIDIA HEALTH	1,000.00
1884	CADMAN MATERIALS, INC.	750.12
1885	NATIONAL BARRICADE CO., LLC	1,299.20
1889	WILLIAMS, KASTNER & GIBBS PLLC	20,780.17
1900	ASPECT CONSULTING LLC	1,912.75
1930	T MOBILE USA, INC.	3,016.34
1932	U.S. BANK N.A. / CUSTODY	164.00
1948	MULTICARE CENTERS OF OCCUPATIONAL MEDICINE	220.00
1961	WESTERN ENTRANCE TECHNOLOGY, LLC	655.10
1964	EARTHWORKS	13,360.72
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	2,500.00
1980	HRA VEBa TRUST	18,959.88
1993	HYAS GROUP, LLC	3,750.00
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	1,125.00
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50.00
2004	RED BARN ENGINEERING, INC.	54,591.99
2007	HYDROPOINT DATA SYSTEMS, INC.	1,175.00
2010	JUDHA OF LION LANDSCAPING AND SERVICES LLC	4,734.30
2035	JURASSIC PARLIAMENT	1,600.00
2047	PUGET SOUND PLANTS	1,951.18
2048	SMS CLEANING, INC.	25,980.00
2081	SHANNON & WILSON, INC.	5,115.50
2095	TRANSPO GROUP USA INC.	11,073.29
2096	TUPLING, SANDRA	146.50
2113	WA ASSOC. OF SHERIFFS & POLICE CHIEFS	180.00
2142	ICMA RETIREMENT C/O ALLFIRST BANK / 109964	189,011.06
2145	NORTHWEST ELECTRIC AND SOLAR	536.74

VII. B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64,...

Vendor Purchasing Report

For Date Range 01/01/2021 - 05/28/2021

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2157	SOUND SAFETY PRODUCTS CO.	457.02
2175	ELECTRONIC BUSINESS MACHINES	770.64
2176	CANON FINANCIAL SERVICES, INC.	1,330.40
2183	SISKUN POWER EQUIPMENT	4,887.97
2209	MORUP SIGNS, INC.	3,616.79
2221	O'REILLY/FIRST CALL	69.03
2236	COMCAST	11,812.42
2242	MARY'S PLACE	6,250.00
2249	KING COUNTY BAR ASSOCIATION	250.00
2250	NAMI EASTSIDE	750.00
2252	TRUGREEN	721.16
2254	U.S. BANK PURCHASE CARDS	56,307.55
2259	MINUTEMAN PRESS	5,658.60
2270	LAKESIDE INDUSTRIES	914.10
2285	QUALITY WATER FINANCIAL	714.95
2298	WAPRO	145.00
2318	PIXEYES GRAPHICS & DESIGN	780.00
2327	PACIFIC AIR CONTROL, INC.	5,366.82
2340	MOJO STRATEGIES	1,562.50
2353	NORTHSHORE SCHOOLS FOUNDATION	750.00
2362	CHASEWEST VENTURES, INC.	2,175.00
2379	JENNIFER DIXON	8,473.00
2382	FOCUS TOOLS & ENGINEERING, INC.	11,723.40
2385	TACOMA SCREW PRODUCTS, INC.	47.75
2386	CECCANTI, INC.	8,155,583.78
2393	SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHWE	1,304.69
2396	ZIPLY FIBER	3,587.88
2402	PACIFIC OFFICE AUTOMATION	418.40
2403	AMERICALL	715.68
2411	STELL ENVIRONMENTAL ENTERPRISES, INC	6,824.10
2413	ICLEI	1,200.00
2416	KIERA CONDON	1,600.00
2425	THOMCO CONSTRUCTION, INC.	2,016,025.89
2434	PSR MECHANICAL	24,665.15
2459	NELSON ELECTRIC, INC.	12,949.55
2473	THE ROOT OF US LLC	2,000.00
2482	KIMLEY HORN AND ASSOCIATES, INC.	22,410.00
2486	CASCADIA LAW GROUP	16,962.75
2489	THE ORIGINAL POOP BAGS	2,223.79
2508	SERENITY DILLAWAY	100.00
2511	SALCIDO, LETICIA	1,016.68
2512	CARASOFT TECHNOLOGY CORPORATION	3,630.00
2513	DGR DEVELOPMENT, INC.	7,500.00
2514	STAN YAO	7,804.00
2517	CLEARVIEW NURSERY, INC.	392.12
2518	CYSTIC FIBROSIS FOUNDATION	100.00
2519	HAMBELL	375.00
2520	KING COUNTY FINANCE	15.00
2521	UNITED PRINT SIGNS GRAPHICS	385.35
2522	TRC ENVIRONMENTAL CORPORATION	11,299.90
2523	ALL AROUND FENCE COMPANY	990.90
2524	VARITECH INDUSTRIES INC.	3,855.02
2525	SERVICE ELECTRIC CO. INC.	743.18
2526	CONVERGINT TECHNOLOGIES	5,259.61
2527	SHOC NETWORKS	8,222.78
2528	HIATT PARK LLC	16,306.20
2529	FORCE AMERICA DISTRIBUTING LLC	440.40
2530	CASCADIA CONSULTING GROUP, INC.	20,101.25

VII. B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64,...

Vendor Purchasing Report**For Date Range 01/01/2021 - 05/28/2021****Vendor Set: Vendor Set 01**

Vendor	Name	Volume
2531	BCN TELECOM, INC.	1,442.80
2532	BIO CLEAN, INC.	1,596.45
2533	JAMES R. WAGNER JR.	500.00
2535	BRASS MONKEY INVESTMENTS LLC	54.90
2536	JOHNSON ELECTRIC, INC.	7,727.92
2537	HUNTINGTON TECHNOLOGY FINANCE	47,388.75
2538	SHAWN PECKHAM	50.90
2539	C + C INC.	1,000.00
2540	CHILD CARE RESOURCES	375.00
2541	TOWN CENTER HARDWARE	115.26
2543	FOSTER GARVEY PC	1,650.00
2544	ACTION SERVICES CORPORATION	363.00
2545	KLB CONSTRUCTION, INC.	379,497.88
2546	1901-WLD KENMORE 68TH LLC	31.50
2547	OSW EQUIPMENT & REPAIR, LLC	4,980.85
2548	CAMP UNITY EASTSIDE	6,400.00
Vendor Set Vendor Set 01 Total:		15,150,919.99

VII. B. Approve Total Check #s 47341 through 47431 totaling \$501,022.64,...

VII. C. Receive and File March 2021 Financial Report

Sales Tax revenue generated \$910,595 during the same time period. This amount represents 17.2% of the amount budgeted for the biennium (\$5.3 million). The major increase came from the industries in construction, retail, and services.

Utility Taxes totaled \$322,764 or 13.5% of the amount budgeted of \$2.4 million.

Development fees & permits revenue totaled \$296,069 or 17% of the amount budgeted for the biennium (\$1.7 million).

Franchise fee totaled \$240,707 or 14% of the amount budgeted for the biennium (\$1.7 million)

Expenditures totaled \$2 million through March 2021. This is 7.3% of the budgeted amount of \$27.1 million.

Street Fund:

As of March 2021, biennium to date revenues totaled \$134,519 or 4.4% of the amount budgeted for the biennium in the amount of \$3.1 million. Revenues from Gas Tax for the month of March totaled \$29,408 and this amount is 28% lower than the amount received same month last calendar year.

Expenditures as of March 2021 totaled \$332,675 or 10% of the biennium budget amount (\$3.3 million).

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Kenmore budget Policy 9a: A revenue/expenditure report will be produced monthly so that it can be directly compared to the actual results of the fiscal year to date.

Kenmore Budget Policy 9b: All budget amendments, both revenues and expenditures, will be noted in the monthly report.

Priority Based budgeting Result: Governance: Supports decision making with timely and accurate short term and long range analysis that enhances vision and planning.



18120 68TH AVE. NE
KENMORE, WASHINGTON 98028

MEMORANDUM

TO: Rob Karlinsey, City Manager
FROM: Leticia Salcido, Finance Director
DATE: May 20, 2021
RE: March 2021 Financial Reports for the City of Kenmore, Washington

March 2021 financial information is presented for your review and delivery to the City Council. Attached you will find the following reports:

- General Fund Summary
- General Fund Revenue Graphs
- General Fund Expenditure Graphs
- Street Fund Summary
- Cash and Investment Report
- Investment Schedule and Portfolio Analysis
- Sales Tax Receipts by Business Type
- Retail Sales and Use Tax Distribution

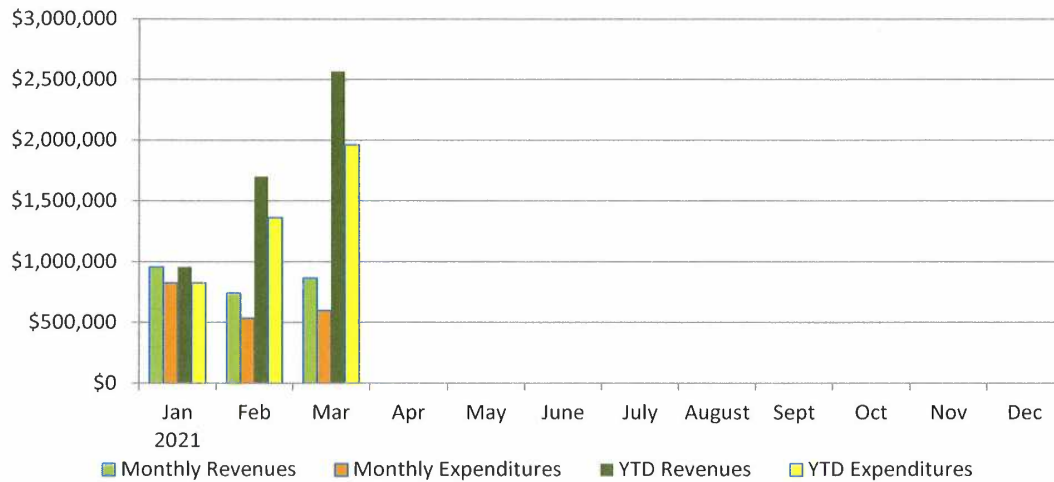
If you would like additional information or have any questions regarding the financial reports, please feel free to contact me.

GENERAL FUND

The first section of the monthly financial report is a review of the General Fund. This fund accounts for operational activities and includes all financial resources except those required or elected to be accounted for in another fund. Revenues include various taxes, per capita distributions from the State, fines and forfeitures, permits and licenses, and fees for service. In the context of the biennial budget, March is the third month (12%) of the 2021-2022 biennial budget period. For the month of March, revenues exceeded expenditures in the General Fund by \$268,039. Biennium to date, revenues exceed expenditures by \$603,893.

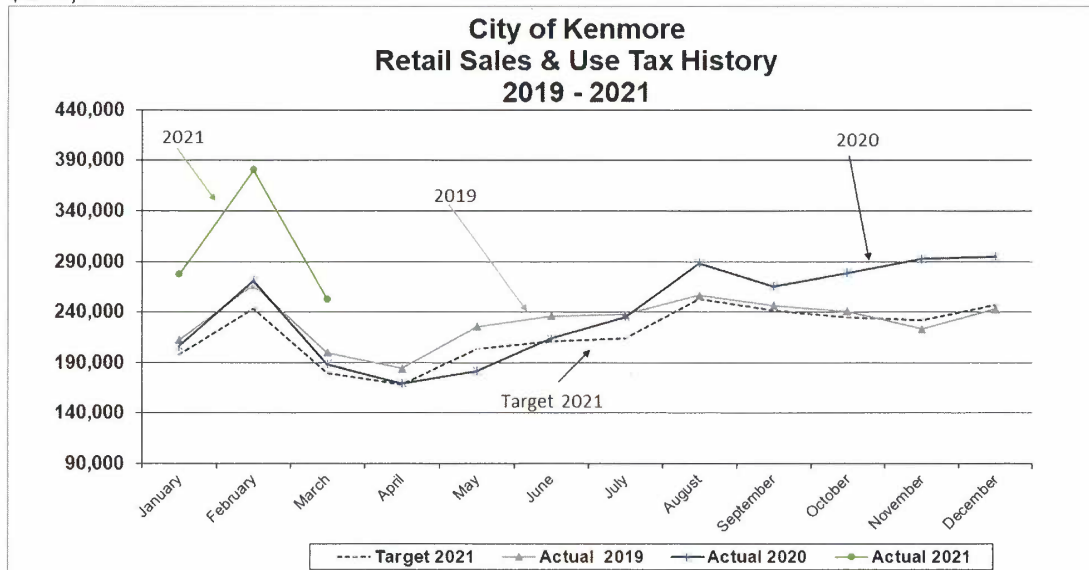
The following chart illustrates the monthly revenue and expenditure activity in the General Fund through March 2021.

City of Kenmore, Washington
Monthly Financial Report
March 2021



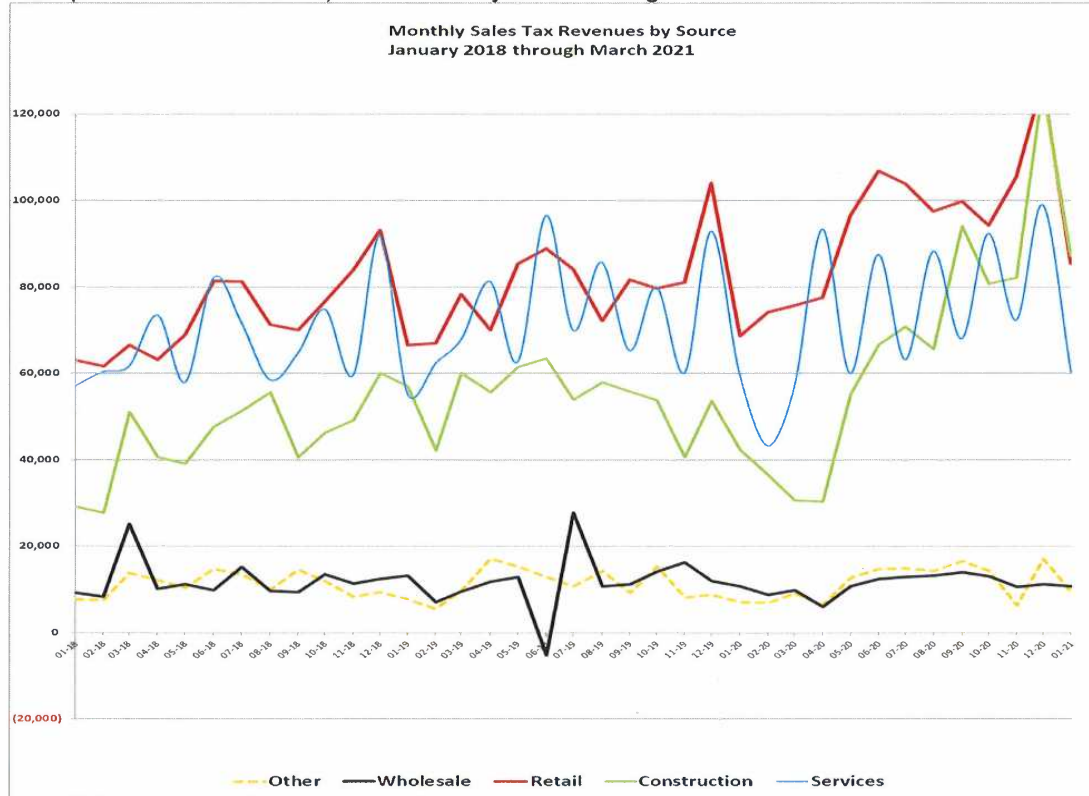
Total **revenues** for the month were **\$866,893**. Biennium to date revenues are \$2,567,363 which is 9.5% of the budgeted revenues of \$27,067,770. Primary sources of revenue for the month included property taxes in the amount of \$243,676, development fees & permits in the amount of \$128,426, retail sales and use taxes in the amount of \$252,964, intergovernment & grants in the amount of 117,870, and utility taxes in the amount of \$109,535.

A summary of sales tax revenues received in **March** is attached. These receipts are based on **January** sales activity. The chart below gives a historical perspective of monthly sales tax receipts over the last several years. The black dotted Target 2021 line is a monthly average of actual receipts during 2018, 2019, and 2020. The green line represents 2021 actual receipts, which are \$244,091 above 2020 and ahead of the 2021 target by \$289,340.



City of Kenmore, Washington
Monthly Financial Report
March 2021

The following chart illustrates the historical trends of sales tax receipts from the major segments: construction, retail, wholesale, other (agriculture, services, manufacturing, transportation and utilities) from January 2018 through March 2021.



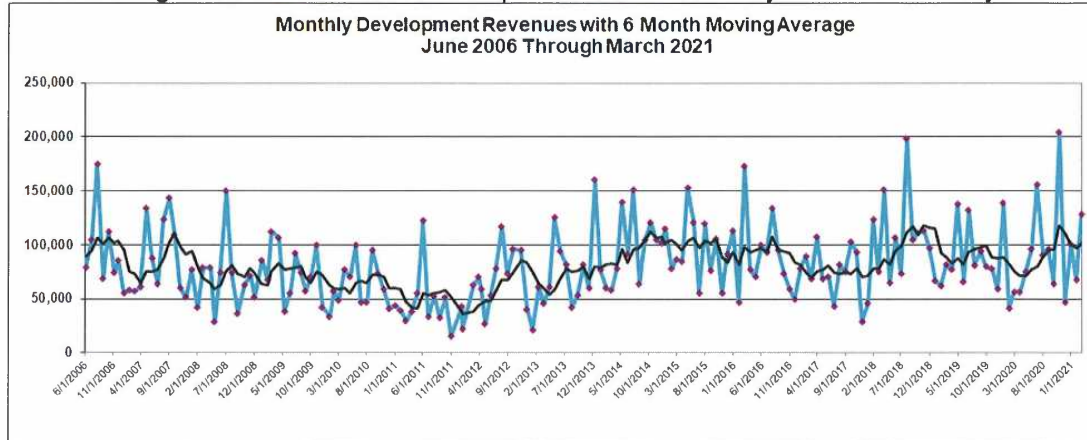
In March, the top 506 sales tax remitters, accounting for 88% or \$223,712 of total remittances, were reviewed for internet sales activity.

Of the \$223,712 of sales tax remitted by these companies in March, \$55,084 (25% of the total) was generated from internet-based companies. Below is a chart that illustrates the amount of internet based sale tax in the major segments that include it:

	Total Sales Tax Remitted in March	Internet Based Companies	% of Total Internet Sales Tax Collected
Retail Trade	\$68,587	\$38,135	56%
Information	7,034	2,058	29%
Services	45,275	13,437	30%
Wholesale	7,845	1,384	18%
		\$55,014	

City of Kenmore, Washington
 Monthly Financial Report
 March 2021

The following chart illustrates the development revenue activity over the last 15 years.



March 2021 expenditures were **\$598,854**. Biennium to date expenditures are \$1,963,470, which is 7.3% of the biennial budget expenditures of \$27,067,770.

Total City cash (\$17,732,673) and long-term investments (\$6,068,350), at the end of March, totaled \$23,801,023. Proposition 1 levy funds are included in this cash balance.

Total non-General Fund revenues were \$1,966,031 and total non-General Fund expenditures were \$2,925,865.

In the **Street Fund** revenue from gas tax distributions were \$29,408. \$60,601 was expended for maintenance and operations during the month.

In the **Transportation Capital Fund**, there were expenditures in the amount of \$474,009 on pedestrian safety projects & street maintenance. The fund received \$429,327 in grant reimbursements during the month.

The **Sammamish Bridge Replacement Fund** had \$2,098,052 in expenditures during the month. The fund received \$948,676 in bridge grant reimbursements during the month.

The **Park Impact Fee** fund received \$0 in revenues during the month.

There were \$0 in revenues for the **Transportation Impact Fee** fund during the month.

The **Real Estate Excise Tax** Fund received \$139,971 of real estate excise taxes (REET) in March from sales activity that occurred in February. 33 transactions were reported

City of Kenmore, Washington
Monthly Financial Report
March 2021

during the month. The 2021 year to date revenue is higher than the 2020 revenue by \$23,764.

The **Park Capital** fund had \$52,771 in Park improvement expenditures during the month.

The **Walkways & Waterways Debt Service** Fund collected \$35,167 in property taxes related to the Prop 1 Bond for a biennium to date total revenue of \$50,002.

The **Transportation Benefit District** Fund received \$26,714 in vehicle license fees during the month.

SUMMARY

This concludes the financial report for the City of Kenmore as of **March 31, 2021**. I appreciate your feedback and encourage you to contact me if you have any questions prior to the City Council meeting.

City of Kenmore, Washington
General Fund Summary Report
March 31, 2021



	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH <u>March 2021</u>	BIENNIUM TO DATE <u>2021-2022</u>	% of <u>BUDGET</u>	BIENNIUM BUDGET <u>2021-2022</u>	MONTH <u>March 2019</u>	BIENNIUM TO DATE <u>2019-2020</u>	% of <u>BUDGET</u>	AMENDED BIENNIUM BUDGET <u>2019-2020</u>
REVENUES								
Beginning Fund Balance		2,748,005		2,748,005		4,934,368		4,934,368
Property Taxes	243,676	358,120	3.3%	10,865,654	173,211	245,480	2.4%	10,224,205
Sales and Use Taxes	252,964	910,595	17.2%	5,282,280	252,725	856,863	13.8%	6,212,000
Utility Taxes	109,535	322,764	13.5%	2,399,290	114,596	336,885	13.7%	2,466,355
Other Taxes	2,195	20,456	11.2%	182,200	0	34,623	19.0%	181,868
Development Fees & Permits	128,426	296,069	17.2%	1,720,003	81,643	210,056	11.3%	1,854,042
Franchise Fees	3,077	240,707	13.8%	1,746,569	0	252,172	13.8%	1,831,835
Intergovernmental and Grants	117,870	318,216	13.0%	2,452,594	55,581	109,670	5.1%	2,142,292
Investment Interest	702	76,003	115.2%	66,000	6,413	16,808	17.6%	95,300
Fines and Forfeitures	0	2,336	0.0%	0	0	0	0.0%	0
Transfers and Other Revenues	8,449	22,098	0.9%	2,353,180	109,028	122,167	5.7%	2,155,352
Total Revenues	866,893	2,567,363	9.5%	27,067,770	793,197	2,184,723	8.0%	27,163,249

**City of Kenmore, Washington
General Fund Summary Report
March 31, 2021**

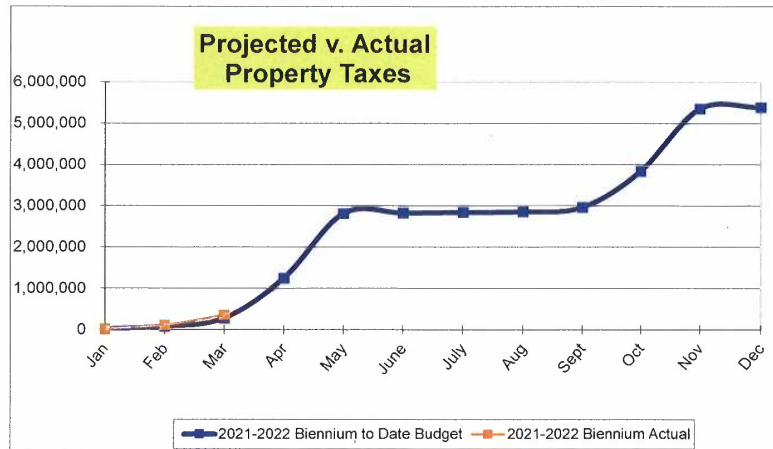


	CURRENT PERIOD 2021-2022				PREVIOUS PERIOD 2019-2020			
	MONTH	BIENNIUM TO DATE	% of	BIENNIUM BUDGET	MONTH	BIENNIUM TO DATE	% of	AMENDED BIENNIUM BUDGET
	<u>March 2021</u>	<u>2021-2022</u>	<u>BUDGET</u>	<u>2021-2022</u>	<u>March 2019</u>	<u>2019-2020</u>	<u>BUDGET</u>	<u>2019-2020</u>
<u>EXPENDITURES</u>								
Cost Center								
City Council	10,501	58,526	17.6%	332,711	13,571	62,792	18.7%	336,208
City Manager	115,639	305,038	9.8%	3,121,846	150,533	356,226	11.2%	3,170,520
City Clerk	9,579	43,264	4.6%	937,052	16,468	103,123	11.2%	919,466
Finance	51,647	467,718	18.8%	2,490,440	55,317	399,938	20.8%	1,925,756
Human Resources	0	0	0.0%	0	0	0	0.0%	0
Legal	54,310	82,657	14.6%	565,000	44,094	66,212	10.1%	654,782
Coronavirus Relief Fund Expenditures	0	0	0.0%	0	0	0	0.0%	1,084,615
Interfund Transfers	0	0	0.0%	1,560,617	0	0	0.0%	3,226,484
Public Safety	25,018	47,733	0.5%	9,152,371	56,095	139,422	1.6%	8,967,044
Engineering & Environmental Services	45,626	143,101	8.5%	1,689,574	65,217	164,832	10.6%	1,555,790
Community Development	59,152	178,637	10.5%	1,695,828	77,648	205,773	13.0%	1,580,826
Developmental Services	100,617	333,970	11.7%	2,845,428	84,619	263,769	14.1%	1,874,061
Parks & Facility Maintenance	126,763	302,828	11.3%	2,676,904	351,467	577,287	17.8%	3,247,606
Total Expenditures	598,854	1,963,470	7.3%	27,067,770	915,028	2,339,375	8.2%	28,543,158
Revenues over Expenditures	268,039	603,893		0	(121,831)	(154,651)		(1,379,909)
Ending Fund Balance		3,351,898		2,748,005	-121,831	4,779,717	0	3,554,460

**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2021**

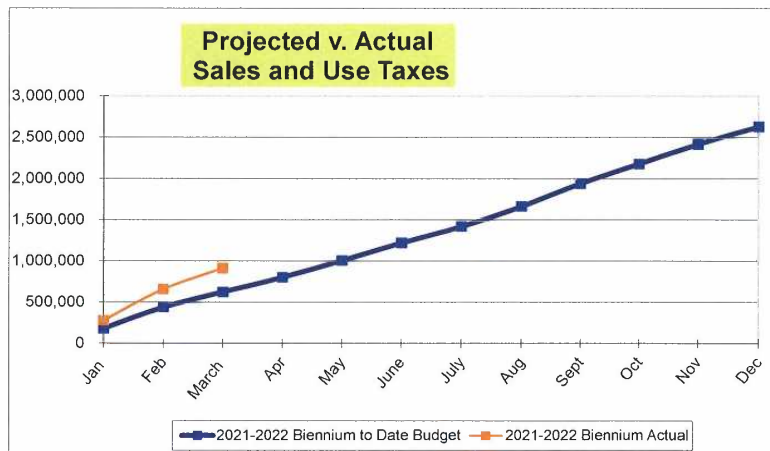
PROPERTY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	17,296	20,302
Feb	83,909	114,444
Mar	281,719	358,120
Apr	1,246,162	
May	2,809,153	
June	2,824,201	
July	2,839,121	
Aug	2,854,978	
Sept	2,963,277	
Oct	3,837,148	
Nov	5,352,815	
Dec	5,383,410	
2021-22 Year To Date	10,865,654	
Actual v. Projected		127%



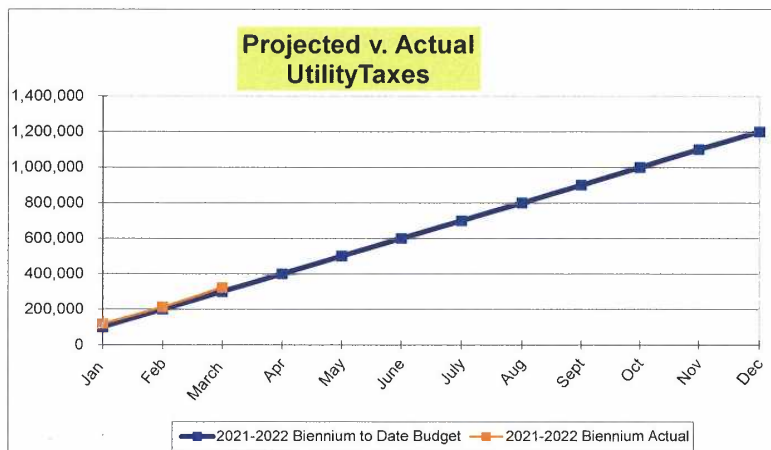
SALES & USE TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	179,696	276,941
Feb	438,515	657,631
March	622,724	910,595
Apr	800,553	
May	1,005,035	
June	1,218,052	
July	1,416,425	
Aug	1,662,043	
Sept	1,939,335	
Oct	2,175,980	
Nov	2,415,377	
Dec	2,628,000	
2021-22 Year To Date	5,282,280	
Actual v. Projected		146%



UTILITY TAXES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	99,970	118,064
Feb	199,940	213,229
March	299,910	322,764
Apr	399,880	
May	499,850	
June	599,820	
July	699,790	
Aug	799,760	
Sept	899,730	
Oct	999,700	
Nov	1,099,670	
Dec	1,199,640	
2021-22 Year To Date	2,399,290	
Actual v. Projected		108%

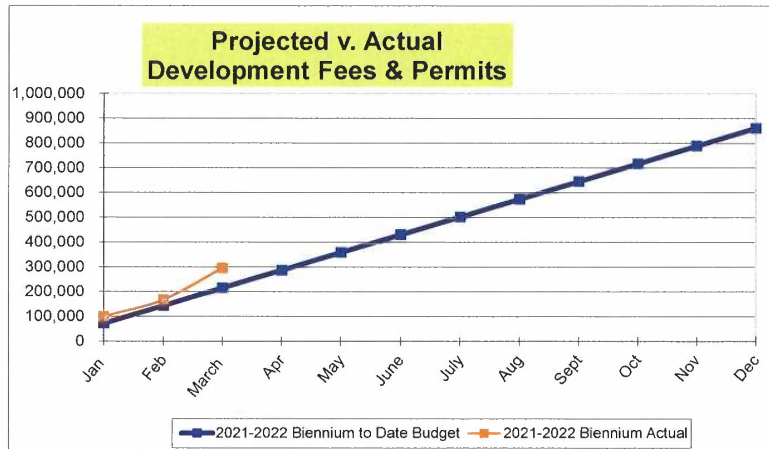


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**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2021**

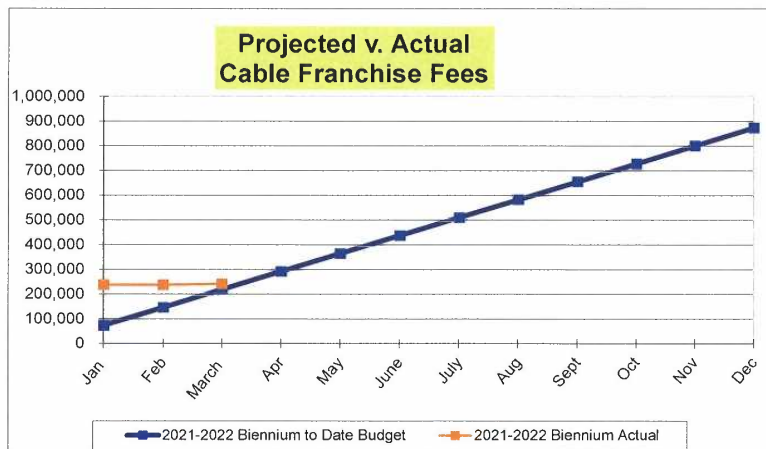
DEVELOPMENT FEES & PERMITS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	71,667	100,365
Feb	143,334	167,642
March	215,001	296,069
Apr	286,668	
May	358,335	
June	430,002	
July	501,669	
Aug	573,336	
Sept	645,003	
Oct	716,670	
Nov	788,337	
Dec	860,004	
'2021-22	1,720,003	
Year To Date		
Actual v. Projected		138%



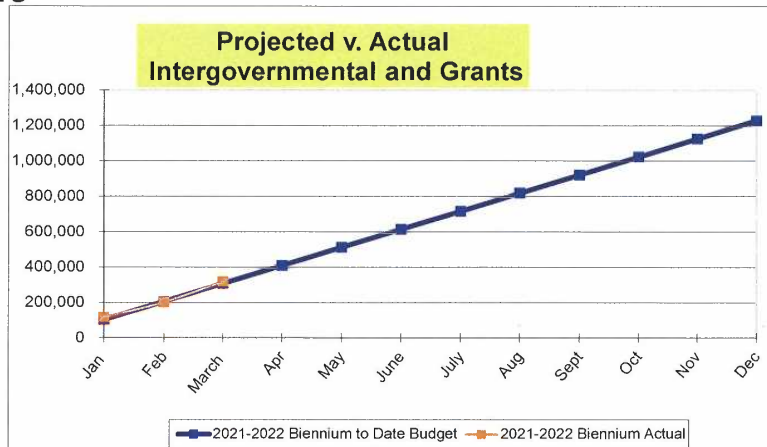
CABLE/WATER/SEWER FRANCHISE FEES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	72,774	237,631
Feb	145,548	237,631
March	218,322	240,707
Apr	291,096	
May	363,870	
June	436,644	
July	509,418	
Aug	582,192	
Sept	654,966	
Oct	727,740	
Nov	800,514	
Dec	873,288	
'2021-22	1,746,569	
Year To Date		
Actual v. Projected		110%



INTERGOVERNMENTAL & GRANTS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	102,191	115,861
Feb	204,382	200,346
March	306,573	318,216
Apr	408,764	
May	510,955	
June	613,146	
July	715,337	
Aug	817,528	
Sept	919,719	
Oct	1,021,910	
Nov	1,124,101	
Dec	1,226,292	
'2021-22	2,452,594	
Year To Date		
Actual v. Projected		104%

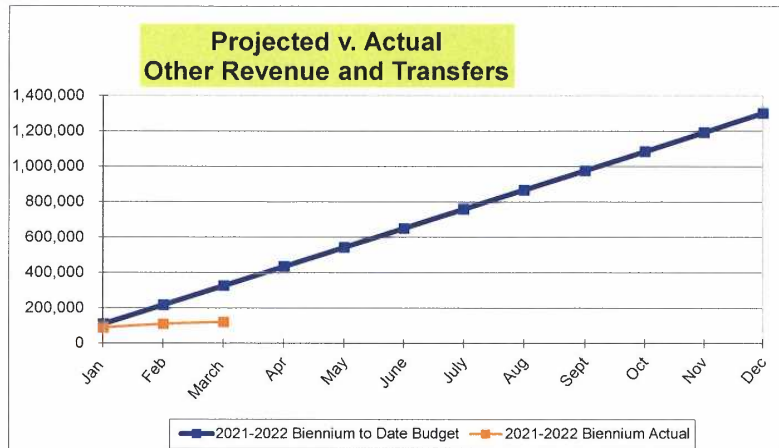


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**City of Kenmore, Washington
General Fund Revenue Graphs
March 31, 2021**

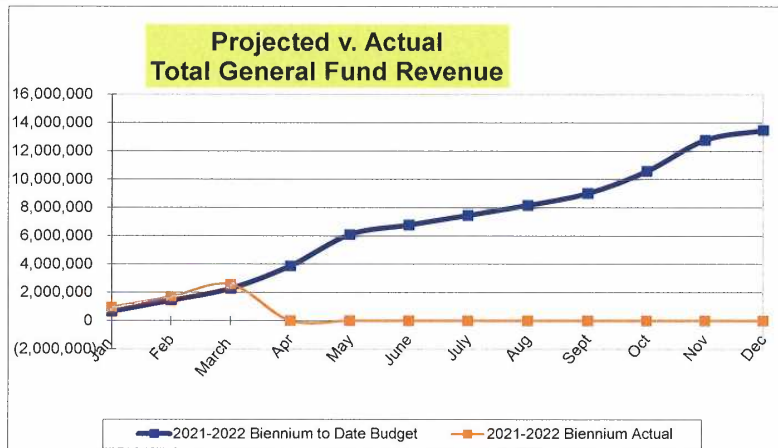
OTHER REVENUES AND TRANSFERS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	108,391	88,547
Feb	216,782	109,548
March	325,173	120,893
Apr	433,564	
May	541,955	
June	650,346	
July	758,737	
Aug	867,128	
Sept	975,519	
Oct	1,083,910	
Nov	1,192,301	
Dec	1,300,692	
'2021-22	2,601,380	
Year To Date		
Actual v. Projected		37%



TOTAL GENERAL FUND REVENUE

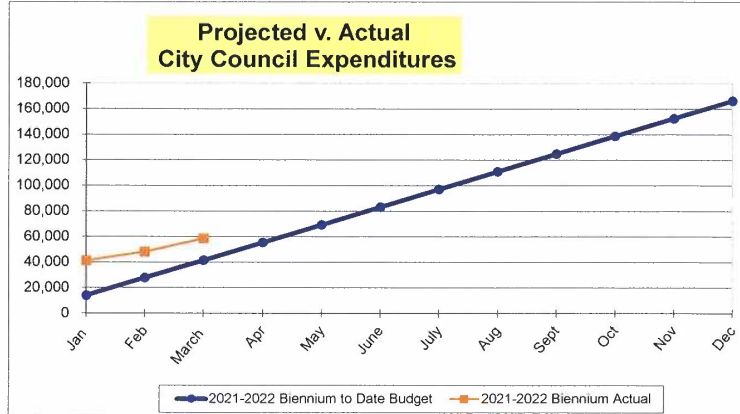
	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	651,985	957,711
Feb	1,432,410	1,700,470
March	2,269,422	2,567,363
Apr	3,866,688	0
May	6,089,153	0
June	6,772,211	0
July	7,440,498	0
Aug	8,156,965	0
Sept	8,997,549	0
Oct	10,563,059	0
Nov	12,773,116	0
Dec	13,471,326	0
'2021-22	27,067,770	
Year To Date		
Actual v. Projected		113%



City of Kenmore, Washington
General Fund Expenditure Graphs*
March 31, 2021

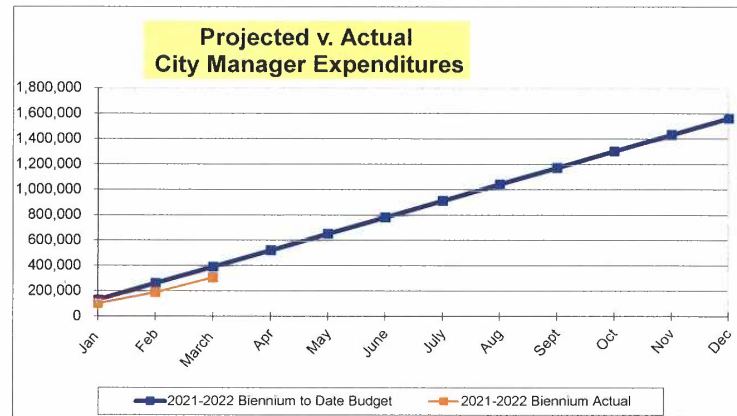
CITY COUNCIL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	13,863	41,298
Feb	27,726	48,025
March	41,589	58,526
Apr	55,452	
May	69,315	
June	83,178	
July	97,041	
Aug	110,904	
Sept	124,767	
Oct	138,630	
Nov	152,493	
Dec	166,356	
2021-22	332,711	
Year To Date		
Actual v. Projected		141%



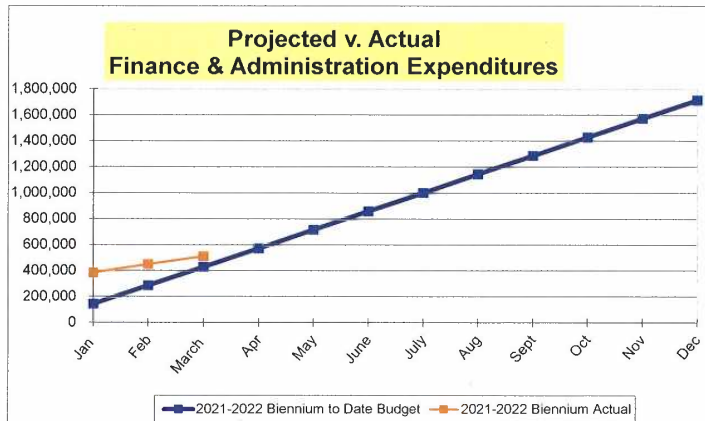
CITY MANAGER

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	130,077	100,082
Feb	260,154	189,398
March	390,231	305,038
Apr	520,308	
May	650,385	
June	780,462	
July	910,539	
Aug	1,040,616	
Sept	1,170,693	
Oct	1,300,770	
Nov	1,430,847	
Dec	1,560,924	
2021-22	3,121,846	
Year To Date		
Actual v. Projected		78%



FINANCE & ADMINISTRATION

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	142,812	384,213
Feb	285,624	449,756
March	428,436	510,982
Apr	571,248	
May	714,060	
June	856,872	
July	999,684	
Aug	1,142,496	
Sept	1,285,308	
Oct	1,428,120	
Nov	1,570,932	
Dec	1,713,744	
2021-22	3,427,491	
Year To Date		
Actual v. Projected		119%

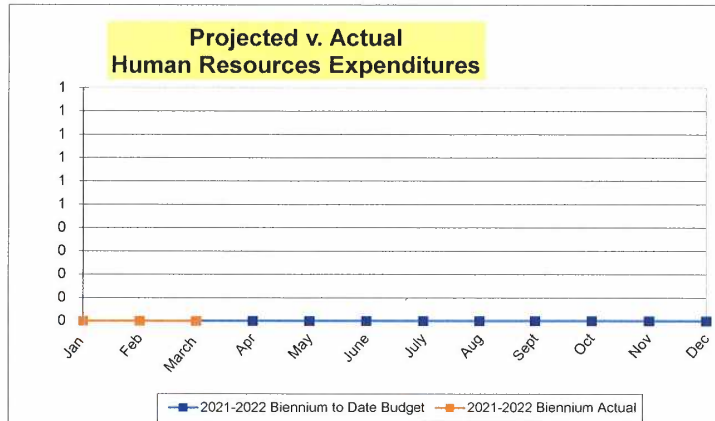


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City of Kenmore, Washington
General Fund Expenditure Graphs*
March 31, 2021

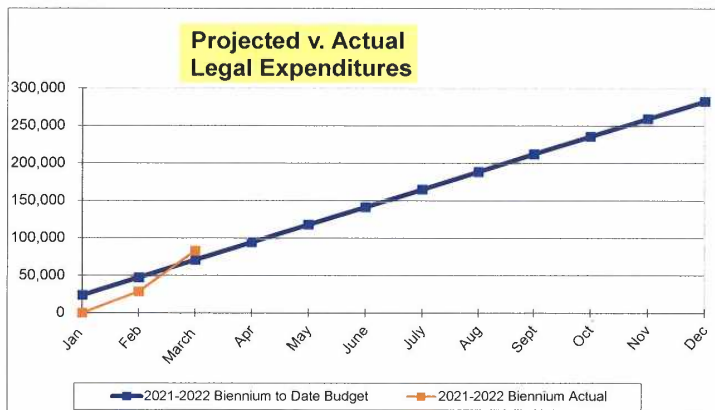
HUMAN RESOURCES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	0	0
Feb	0	0
March	0	0
Apr	0	0
May	0	0
June	0	0
July	0	0
Aug	0	0
Sept	0	0
Oct	0	0
Nov	0	0
Dec	0	0
2021-22	0	0
Year To Date		
Actual v. Projected		0%



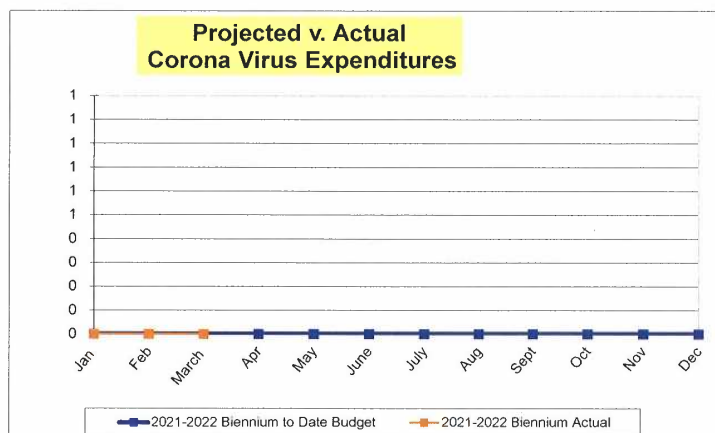
LEGAL

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	23,542	0
Feb	47,084	28,346
March	70,626	82,657
Apr	94,168	
May	117,710	
June	141,252	
July	164,794	
Aug	188,336	
Sept	211,878	
Oct	235,420	
Nov	258,962	
Dec	282,504	
2021-22	565,000	
Year To Date		
Actual v. Projected		117%



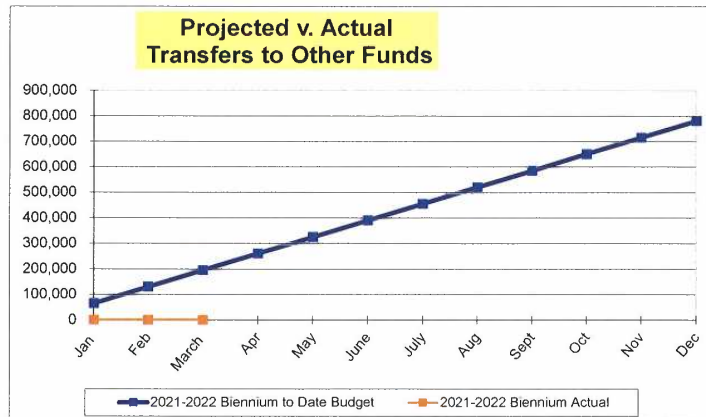
Coronavirus Relief

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	0	0
Feb	0	0
March	0	0
Apr	0	0
May	0	0
June	0	0
July	0	0
Aug	0	0
Sept	0	0
Oct	0	0
Nov	0	0
Dec	0	0
2021-22	0	0
Year To Date		
Actual v. Projected		0%



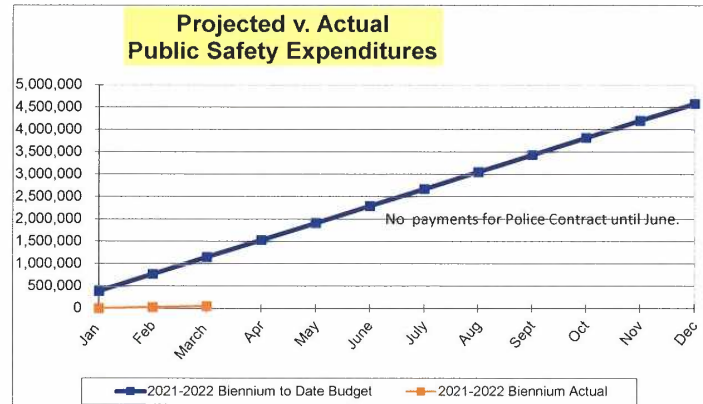
City of Kenmore, Washington
General Fund Expenditure Graphs*
March 31, 2021
TRANSFERS TO OTHER FUNDS

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	65,026	0
Feb	130,052	0
March	195,078	0
Apr	260,104	
May	325,130	
June	390,156	
July	455,182	
Aug	520,208	
Sept	585,234	
Oct	650,260	
Nov	715,286	
Dec	780,312	
2021-22	1,560,617	
Year To Date		
Actual v. Projected		0%



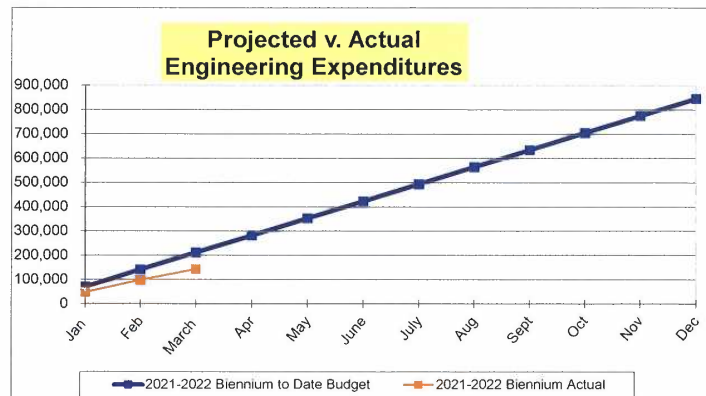
PUBLIC SAFETY

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	381,349	230
Feb	762,698	22,715
March	1,144,047	47,733
Apr	1,525,396	
May	1,906,745	
June	2,288,094	
July	2,669,443	
Aug	3,050,792	
Sept	3,432,141	
Oct	3,813,490	
Nov	4,194,839	
Dec	4,576,188	
2021-22	9,152,371	
Year To Date		
Actual v. Projected		4%



ENGINEERING

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	70,399	47,917
Feb	140,798	97,475
March	211,197	143,101
Apr	281,596	
May	351,995	
June	422,394	
July	492,793	
Aug	563,192	
Sept	633,591	
Oct	703,990	
Nov	774,389	
Dec	844,788	
2021-22	1,689,574	
Year To Date		
Actual v. Projected		68%

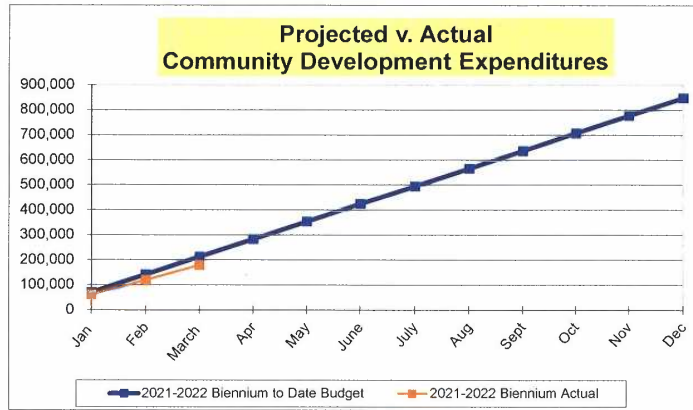


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City of Kenmore, Washington
General Fund Expenditure Graphs*
March 31, 2021

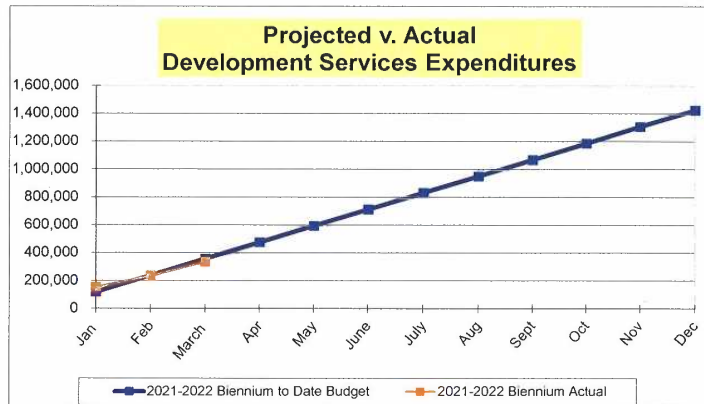
COMMUNITY DEVELOPMENT

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	70,659	60,865
Feb	141,318	119,485
March	211,977	178,637
Apr	282,636	
May	353,295	
June	423,954	
July	494,613	
Aug	565,272	
Sept	635,931	
Oct	706,590	
Nov	777,249	
Dec	847,908	
2021-22	1,695,828	
Year To Date		
Actual v. Projected		84%



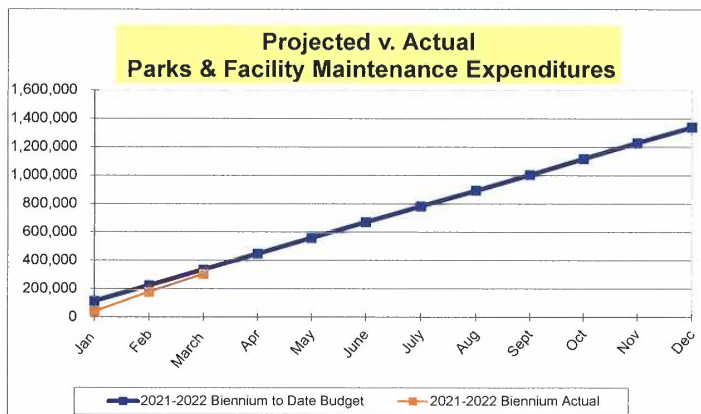
DEVELOPMENT SERVICES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	118,559	153,789
Feb	237,118	233,352
March	355,677	333,970
Apr	474,236	
May	592,795	
June	711,354	
July	829,913	
Aug	948,472	
Sept	1,067,031	
Oct	1,185,590	
Nov	1,304,149	
Dec	1,422,708	
2021-22	2,845,428	
Year To Date		
Actual v. Projected		94%



PARKS & FACILITY MAINTENANCE

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	111,538	39,100
Feb	223,076	176,065
March	334,614	302,828
Apr	446,152	
May	557,690	
June	669,228	
July	780,766	
Aug	892,304	
Sept	1,003,842	
Oct	1,115,380	
Nov	1,226,918	
Dec	1,338,456	
2021-22	2,676,904	
Year To Date		
Actual v. Projected		91%

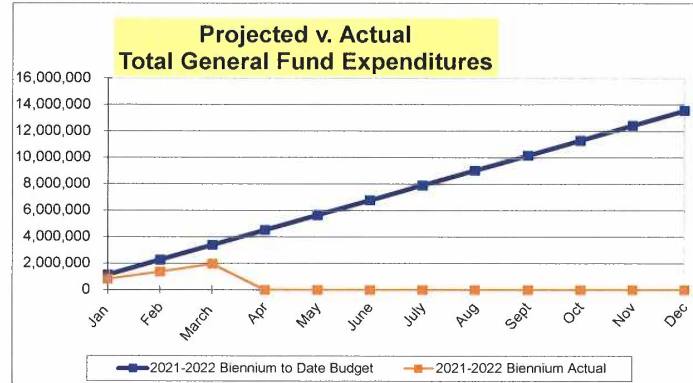


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City of Kenmore, Washington
General Fund Expenditure Graphs*
March 31, 2021

TOTAL GENERAL FUND EXPENDITURES

	2021-2022 Biennium to Date Budget	2021-2022 Biennium Actual
Jan	1,127,824	827,494
Feb	2,255,648	1,364,616
March	3,383,472	1,963,470
Apr	4,511,296	0
May	5,639,120	0
June	6,766,944	0
July	7,894,768	0
Aug	9,022,592	0
Sept	10,150,416	0
Oct	11,278,240	0
Nov	12,406,064	0
Dec	13,533,888	0
2021-22 Year To Date	27,067,770	
Actual v. Projected		58%



**City of Kenmore, Washington
Street Fund Summary Report
March 31, 2021**



2021 - 2022				
	<u>MONTH</u>	<u>BIENNIUM TO DATE</u>	<u>% of</u>	<u>BUDGET</u>
	<u>March 2021</u>	<u>2021-2022</u>	<u>BUDGET</u>	<u>2021-2022</u>
REVENUES				
Beginning Fund Balance		1,605,323		1,311,996
Fuel Tax	29,408	92,636	9.9%	938,058
Investment Interest	112	305	9.8%	3,100
Miscellaneous	150	526	7.4%	7,131
ROW Permit Fees/Inspections	3,024	26,300	9.0%	293,460
Multimodal Transportation	7,868	7,868	12.5%	63,160
MVA Transpo City	6,885	6,885	0.0%	0
Transfer from General Fund	0	0	0.0%	1,560,617
Transfer from REET	0	0	0.0%	200,000
Total Revenues	47,447	134,519	4.4%	3,065,526

2021 - 2022				
	<u>MONTH</u>	<u>BIENNIUM TO DATE</u>	<u>% of</u>	<u>BUDGET</u>
	<u>March 2021</u>	<u>2021-2022</u>	<u>BUDGET</u>	<u>2021-2022</u>
EXPENDITURES				
Salary and Benefits	51,661	162,412	12.0%	1,355,214
Maintenance & Operations	60,601	169,575	9.1%	1,872,953
Capital	0	688	0.7%	100,000
Total Expenditures	112,262	332,675	10.0%	3,328,167
Revenues over Expenditures	(64,815)	(198,156)		(262,641)
Ending Fund Balance		1,407,167		1,049,355

City of Kenmore, Washington
Cash and Investment Report
March 31, 2021



<u>Fund</u>	Beg. Cash & Inv. from Prev. Mo.	Monthly Revenues	Monthly Expenditures	End. Cash & Inv. Current Month
General	\$2,950,658	\$866,893	\$598,854	3,218,697
Street	1,471,982	47,447	112,262	1,407,167
Transportation Capital	118,103	429,327	474,009	73,421
Public Art	154,058	17	0	154,074
Park Impact Fee	383,247	17,913	0	401,160
Transportation Impact Fee	2,712,202	37,931	0	2,750,133
Swamp Creek Basin	1,092,418	89	0	1,092,506
Transportation Benefit District	190,529	26,730	0	217,258
Sammamish Bridge Replacement	613,018	948,676	2,098,052	(536,358)
Walkways & Waterways Debt Service	204,269	35,167	0	239,436
Real Estate Excise Tax	2,268,552	140,279	0	2,408,831
Park Capital	1,398,716	0	52,771	1,345,945
Walkways & Waterways Bond	3,348,850	310	0	3,349,160
Surface Water Management	1,972,283	216,209	113,488	2,075,005
Surface Water Capital	329,097	21,000	19,767	330,329
Public Works Shop Fund	0	0	0	0
Strategic Reserve	1,345,588	110	0	1,345,697
Strategic Opportunities	2,560,845	208	2,943	2,558,111
Equipment Replacement	470,552	38	0	470,591
Trust & Agency	907,851	44,581	52,573	899,858
Totals	\$24,492,818	\$2,832,924	\$3,524,719	\$23,801,023

<u>Fund</u>	Cash, Savings, Local Govt Investment Pool	(> One Year) Fixed Investments	Total
General	\$2,285,347	\$933,350	3,218,697
Street	557,168	850,000	1,407,168
Transportation Capital	73,421	0	73,421
Public Art	139,074	15,000	154,074
Park Impact Fee	-528,838	930,000	401,162
Transportation Impact Fee	2,720,136	30,000	2,750,136
Swamp Creek Basin	-307,493	1,400,000	1,092,507
Transportation Benefit District	217,258	0	217,258
Sammamish Bridge Replacement	-536,358	0	(536,358)
Walkways & Waterways Debt Service	239,436	0	239,436
Real Estate Excise Tax	2,408,829	0	2,408,829
Park Capital	1,345,945	0	1,345,945
Walkways & Waterways Bond	3,349,160	0	3,349,160
Surface Water Management	1,565,006	510,000	2,075,006
Surface Water Capital	330,329	0	330,329
Public Works Shop Fund	0	0	0
Strategic Reserve	495,698	850,000	1,345,698
Strategic Opportunities	2,558,111	0	2,558,111
Equipment Replacement	20,590	450,000	470,590
Trust & Agency	799,854	100,000	899,854
Totals	\$17,732,673	\$6,068,350	\$23,801,024

note: negative balances are due to pending transfers from other funds, not yet recorded.

City of Kenmore, Washington
Investment Schedule
March 31, 2021



Average Yield to Maturity-Securities							Overall	
							Average Yield	0.30%
Report by Security	Investment #	Type	Maturity Date	Purchase Date	Rate	Yield	Principal or Balance	Yield Equivalents
<u>Morgan Stanley</u>								
Total Morgan Stanley Purchases							0.00	0.00
<u>Time Value Investments</u>								
	9128286Z8	US TREAS	6/30/2024	1/25/2021	1.75%	1.75%	1,065,261.38	18,642.07
	3135G05G4	FNMA	7/10/2023	11/9/2020	0.20%	0.20%	1,501,588.50	3,003.18
	3133EMHL9	FFCB	11/30/2023	11/24/2020	0.30%	0.30%	1,501,500.00	4,504.50
	3133EMMN9	FFCB	1/11/2024	1/25/2021	0.19%	0.19%	1,000,000.00	1,900.00
Total TVI Purchases							5,068,349.88	28,049.75
<u>Pacific Premier CD's</u>								
	11495975	CD	8/10/2021	8/10/2019	2.50%	2.50%	1,000,000.00	24,970.00
Total Cascade Bank CD's							1,000,000.00	24,970.00
TOTAL ALL SECURITIES							\$ 6,068,349.88	\$ 53,019.75
Banner Checking and Savings						0.03% Banner	2,806,112.50	841.83
Pacific Premier Savings						0.14% Pacific Premie	3,154,714.19	4,552.25
LGIP - Primary Account						0.11% LGIP	8,566,846.84	9,757.64
LGIP - Bond Proceeds Account						0.11% LGIP	3,204,999.96	3,650.49
Total Accounts							\$ 23,801,023.37	71,821.97

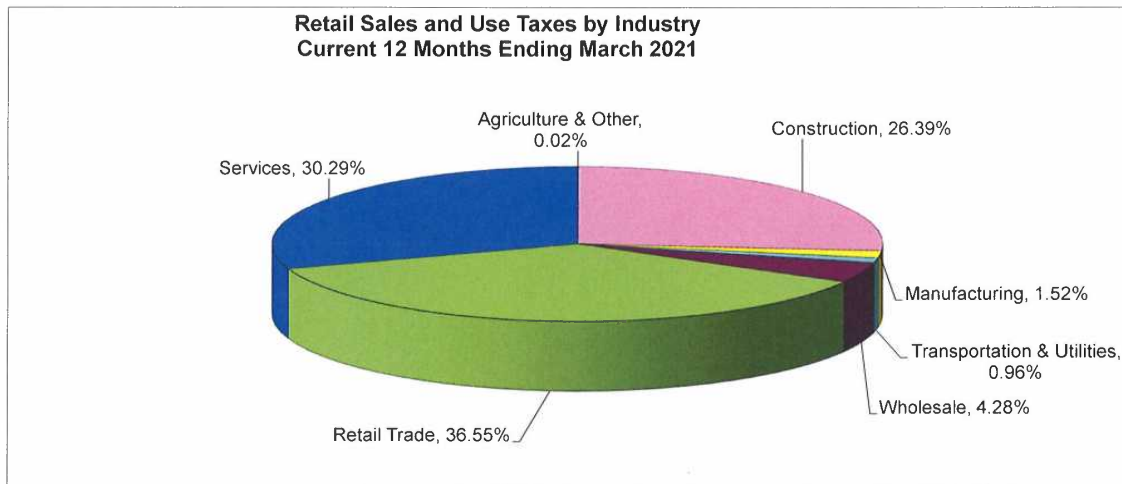
City of Kenmore, Washington
SALES TAX RECEIPTS BY BUSINESS TYPE
 March 2021

	SALES TAX	USE TAX	TOTAL	PERCENT
AGRICULTURE & OTHER	77.56	0.00	77.56	0.0%
CONSTRUCTION	83,031.83	4,143.84	87,175.67	34.5%
MANUFACTURING	3,654.36	0.69	3,655.05	1.4%
TRANSPORTATION & UTILITIES	921.75	63.61	985.36	0.4%
WHOLESALE	10,585.00	256.81	10,841.81	4.3%
RETAIL TRADE	85,252.26	171.63	85,423.89	33.8%
SERVICES	51,296.89	403.18	51,700.07	20.4%
INFORMATION	8,327.22	122.44	8,449.66	3.3%
PUBLIC SERVICES	7.69	4,647.26	4,654.95	1.8%
	<u>243,154.57</u>	<u>9,809.46</u>	<u>252,964.03</u>	<u>100.0%</u>

City of Kenmore, Washington
Retail Sales and Use Tax Distribution
March 31, 2021

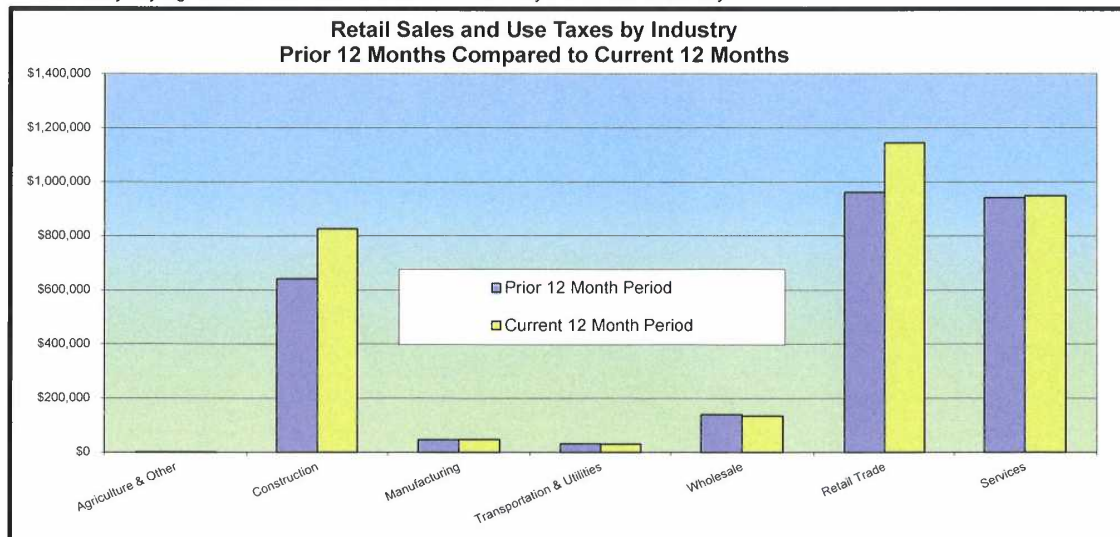


<u>Industry</u>	<u>Prior 12 Months ending March 2020</u>	<u>Current 12 Months ending March 2021</u>	<u>% Increase/ (Decrease)</u>	<u>% of Total</u>
Agriculture & Other (Landscaping, Animal Hospitals)	\$579	\$625	7.87%	0.02%
Construction	640,918	826,416	28.94%	26.39%
Manufacturing (Printing, Publishing, Other Manuf.)	45,911	47,477	3.41%	1.52%
Transp/Comm/Utilities (Telecomm., Air Transport.)	31,611	30,101	-4.78%	0.96%
Wholesale (Lumber, Other Wholesale)	139,193	133,930	-3.78%	4.28%
Retail Trade (Eating, Merchandise, Food Stores)	961,391	1,144,620	19.06%	36.55%
Services (Auction, Recreation, Auto Repair, Financial)	941,695	948,677	0.74%	30.29%
Totals	\$2,761,298	\$3,131,847	13.42%	100%
Increase/(Decrease)		\$370,548	13.42%	



NOTE: Due to the City's Confidentiality Agreement with the Department of Revenue, specific business information cannot be disclosed.

There is a sixty-day lag between sales taxes collected and when they are remitted to the City



Signature: 
Rob Karlinsey (May 21, 2021 15:58 PCT)
Email: rkarlinsey@kenmorewa.gov

monthly fin report 3-2021-ls

Final Audit Report

2021-05-21

Created:	2021-05-21
By:	Leticia Salcido (lsalcido@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzsH1m0rPrzrMnkz4wZ6sOWNkWXRSLGAn

"monthly fin report 3-2021-ls" History



Document created by Leticia Salcido (lsalcido@kenmorewa.gov)

2021-05-21 - 10:55:49 PM GMT- IP address: 50.235.209.34



Document emailed to Rob Karlinsey (rkarlinsey@kenmorewa.gov) for signature

2021-05-21 - 10:56:26 PM GMT



Email viewed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)

2021-05-21 - 10:57:56 PM GMT- IP address: 24.22.167.111



Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)

Signature Date: 2021-05-21 - 10:58:32 PM GMT - Time Source: server- IP address: 24.22.167.111



Agreement completed.

2021-05-21 - 10:58:32 PM GMT

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Adobe Sign



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

Subject/Topic: Log Boom Park Waterfront Access Project - Amendment No. 8 to Mott MacDonald Professional Services Contract 17-C1656 for Construction Engineering Support Services. Proposed Council Action/Motion: Motion to authorize the City Manager to execute Amendment No. 8 of Contract 17-C1656 with Mott MacDonald in an amount not to exceed \$100,000.	For Council Meeting Agenda of June 14, 2021 Department: Community Development Prepared by: Maureen Colaizzi, Parks Project Manager <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;">DB 5/26/20</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;">LS 5/28/21</td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;">RK 6/3/21</td></tr> </table> Exhibits/Attachments: Attachment A: Phase 4: Final Phase Draft Scope of Work and Fee Estimate		<u>Initial & Date</u>	Approved by Department Head:	DB 5/26/20	Approved by City Attorney:	N/A	Approved by Finance Director:	LS 5/28/21	Approved by City Manager:	RK 6/3/21
	<u>Initial & Date</u>										
Approved by Department Head:	DB 5/26/20										
Approved by City Attorney:	N/A										
Approved by Finance Director:	LS 5/28/21										
Approved by City Manager:	RK 6/3/21										
<u>INFORMATION/BACKGROUND:</u> Staff recommends that Council approve a motion authorizing the City Manager to execute Amendment No. 8 of Contract 17-C1656 with Mott MacDonald in an amount not to exceed \$100,000 to complete the final phase of the contract: Phase Four- Construction Engineering Support Services, for the Log Boom Park Waterfront Access and Viewing Project. Attachment A includes the draft scope of work and fee estimate for Amendment No. 8 in an amount of \$82,380.00 for a total contract amount of \$876,487.65. Council authorization of Amendment No. 8 gives the City Manager authority to approve an additional \$17,620.00 for a full amount of \$100,000.00 if required. The budget for Phase Four, engineering support during construction, is within the 2021-22 CIP budget assumptions. <u>Contract 17-C1656:</u> Mott MacDonald was selected through RFQ 15-C1375 for Waterfront Access Improvements for Log Boom Park to provide for consulting services from concept plan through engineering support services during construction. On February 27, 2017, City Council passed a motion giving the authority to the City Manager to execute Contract 17-C1656 for an amount up to \$388,500 to advance the Log Boom Park project from conceptual design through preliminary design and environmental permitting. Contract 17-C1656 was executed by the City Manager on March 15, 2017 for a total contract amount of \$351,381. Contract 17-C1656 has been amended seven times since execution. Below is a summary: • <u>Original Contract:</u> signed 3/15/17 for \$351,381 (Council Authorize up to \$388,500 on 2/27/17 – a potential increase of \$37,119 -that was not used until Amendment 3) • <u>Amendment No. 1:</u> signed 10/20/17 extended contract from 12/31/17 to 4/30/18 & amended tasks but not the contract amount. • <u>Amendment No. 2:</u> signed 4/16/18 extended contract from 4/30/18 to 10/31/18. • <u>Amendment No. 3:</u> signed 9/28/18 extended contract from 10/31/18 to 4/30/19 & increased contract from \$351,381 to \$385,227.65 for an increase of \$33,346.65 to address environmental; regulatory agency questions. This amendment was within Council authorization from the original contract authorization on 2/27/17.											

- **Amendment No. 4:** signed 5/31/19 and extended the contract from 4/30/19 to 5/31/20 & increased contract from \$385,227.65 to \$612,343.65 for an increase of \$227,116 to begin Phase 3, 60-90% design. On 5/20/19 Council authorized up to \$250,000 or up to \$635,227.65 – an increase of \$22,884.
- **Amendment No. 5:** signed 4/28/20 extended contract from 5/31/20 to 12/31/20 & increase contract from \$612,343.65 to \$634,152.65 for an increase of \$21,809 to address changes to the design to meet regulatory agency requirements. This fee was authorized by Council on 5/20/19 with Amendment No 4.
- **Amendment No. 6:** signed 7/28/20 and extended the contract from 12/31/20 to 3/31/221 & increased contract from \$634,152.65 to \$786,719.65, an increase of \$152,567 to begin Phase 4, Final Design & Bid Support. On 7/13/20 Council authorized \$160,000 or an additional \$7,433 up to \$794,152.65.
- **Amendment No. 7:** signed 3/19/21 and extended the contract from 3/31/21 to 3/31/2022 & increased the contract from \$786,719.65 to \$794,107 65 to address changes to the design to meet engineering permit requirements, an increase of \$7,388 which was within Council authorization on 7/13/20.

FISCAL CONSIDERATION: The total project budget is \$3,913,345. A budget adjustment is not required for Amendment No. 8 to the Mott MacDonald Contract. \$2,618,916 is allocated in the 2021-2026 Capital Improvement Program (CIP) adopted October 12, 2020 (Ordinance No, 20-0512) which includes: \$1,681,394 in bond funds, \$45,559 in Public Art funds, \$193,888 Park Impact Fee funds \$470,575 RCO ALEA grant funds, and \$482,500 King County Trail Levy funds. Project expenditures prior to 2021 total \$1,039,429 (\$983,521 bond funds and \$55,908 Park Impact Fee funds).

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council 2021-2022 Priority #5: Implement the Walkways & Waterways Projects.



City of Kenmore Park Improvement Project **Log Boom Park – Construction Phase Engineering Support** **Scope of Work & Fee Estimate**

CONTRACT NO. 17-C1656
ADDENDUM NO. 8, EXHIBIT A

INTRODUCTION

Redevelopment of the Log Boom Waterfront Park is planned to be conducted as part of the Walkways and Waterways Proposition 1. Mott MacDonald was selected under RFQ 15-C1375 to provide planning and design services for waterfront park development projects. Prior work (Phase 1 through 3 under Contract #C1656) was conducted to assist the City of Kenmore (the City) with Phase 1: planning, preliminary 30% design and regulatory permit application development (land use and environmental), Phase 2: permit level design 60% and 90% level design for building permits for the planned improvements, and Phase 3 (final design and bidding assistance). The work conducted in this Phase 4 scope will include engineering support services during construction. It is our understanding that the City has hired a consultant firm to conduct the construction administration; therefore, the design team's role will be limited to an as needed basis as outlined in the following scope of work.

DESIGN CONSULTANT TEAM ROLES & RESPONSIBILITIES

- Project Manager & Design Consultant Team (CT) Lead – Mott MacDonald (MM).
- Waterfront Engineering (Beach and shoreline design, nearshore habitat enhancement, assist with maintenance plan and hardscape details) – Mott MacDonald.
- Landscape Architecture (Hardscape, landscaping, grading design) – JA Brennan (JAB).
- Civil Engineering (Water and sewer, stormwater, grading, picnic pavilion foundation) – Davido Consulting Group (DCG).
- Regulatory Permitting & Habitat (Environmental regulatory permitting, cultural resources, and Habitat Conservation and Stewardship Plan (HCSP)) – Confluence Environmental.
- Architecture (Boat House Structure) – J3 Architects, LLC (J3).
- Electrical/Mechanical (Electrical Power) – Pressler Engineering.
- Geotechnical Engineering – Landau Associates.

CITY OF KENMORE ROLES & RESPONSIBILITIES

- Construction Administration - KBA. To be provided by the City. It is our understanding that the City has hired a construction administration consultant who will be in charge of construction administration, daily observations and inspections during construction, leading all construction meetings, inspections, submittal reviews, coordination between the contractor, City, and design consultant team.
- Public Art & Interpretive Signage. To be provided by the City.
- Construction Inspection. To be provided by the City.

City of Kenmore
 5/25/2021

Log Boom Park – Phase 4
 1



SCOPE OF WORK

Task 4.1 – Construction Phase Engineering Support

- Scope
 - Meetings
 - Upon Contractor selection, attend the pre-construction virtual teleconference. 2 people from MM, 1 person from JAB and DCG for a 2-hour meeting.
 - Attend weekly construction meetings via phone.
 - 1 person from MM to attend for twelve (12) 1-hour meetings.
 - 1 person from JAB, DCG, J3, Landau, Confluence, and Pressler to attend for three (3) 1-hour meetings as agreed upon with or requested by the City.
 - Site Visit Observation
 - Onsite visits are reserved to assist with challenging site conditions that may arise. Site visit observations are only used when approved by the COK and requested by KBA. If COK/KBA does not request observation, these services will not be needed. All site visits are half day (4 hour).
 - 2 site visits for MM to observe key milestone activities to be coordinated with the City. Site visits may include observing field staking for LWD, observing contractor water quality work in the field at the beginning of in-water work, reviewing beach construction work and nearshore enhancement work after completion.
 - 2 site visits for JAB. Site visits may include review stakeout of sitework elements, soil preparation, plant stakeout, and plant installation.
 - 2 site visits for DCG. Site visits may include water main point of connection and setting first storm drain structure.
 - 2 site visits for J3. Site visits may include observing foundation/CMU wall reinforcing, shear wall installation, and roof diaphragm nailing.
 - 2 site visits for Pressler. Site visits may include one after rough-in and one pre-final.
 - 2 site visits for Landau to assist with challenging site conditions that may arise.
 - Participate in 1 substantial completion inspection visit to provide punch list items for COK/KBA to address prior to final completion inspection. Assume 1 person from MM, JAB, and DCG present.
 - Participate in 1 final completion inspection visit. Assume 1 person from MM, JAB, and DCG present.
 - Submittal Review
 - Review contractor submittals. Submittals shall be reviewed by COK/KBA. Submittals will only be reviewed by the design team if COK/KBA needs confirmation that the submittal meets the Contract Documents or deviates from the Contract Documents.



- MM includes hours to review up to 3 submittals. JAB includes hours to review up to 4 submittals. DCG, Pressler, and J3 include up to 8 hours of submittal review.
- RFI Review
 - Review contractor RFIs as needed by COK/KBA. RFIs will only be reviewed if COK/KBA requests the design team reviews the RFI.
 - MM includes hours to review and respond to up to 4 RFIs. JAB includes hours to review up to 5 RFI's. DCG, Pressler, and J3 include up to 8 hours for RFI responses.
- Office Technical Support during construction
 - Office support for minor design changes requiring technical work and/or CAD design time. Limited to 28 hours for MM, 17 hours for JAB, 20 hours for DCG.
- Special Inspection
 - Review City and Contractor provided independent special inspection reports. Limited to 6 hours for MM on an as-needed basis.
- Design changes and substitution requests
 - Review all design changes and contractor substitution requests. Limited to 8 hours for MM, 12 hours for JAB, 20 hours for DCG.
- As-build Drawings
 - As-build drawings will be produced using red-lines provided by the contractor and COK/KBA.
- Habitat Conservation and Stewardship Plan (HCSP)
 - Development and finalization of individual HCSP for Log Boom Park.
 - Development of accurate mapping based on 100% design drawings. Separate plant schedule into multiple plant schedules and quantities specific to mitigation type.
 - Up to 2, 2-hr meetings/trainings with City staff and/or an outside organization prior to the initial monitoring phase for Log Boom Park. Assumes up to 2 Confluence staff.
 - Incorporate 2 rounds of edits on the 90% draft HCSP and finalize.
 - Support with plant count updates based on record drawings.
- Deliverables (provided to KBA)
 - Submittal and RFI responses.
 - Revised design drawings in pdf format for minor design changes.
 - As-built drawings in pdf format and CAD.
- Assumptions
 - Construction administration and management, including regular coordination calls and meeting minutes, to be led by the City or their construction management consultant.
 - MM team will provide limited engineering support services during construction phase as defined in the scope of work.
 - Engineering design support required beyond the effort defined in the Office Technical Support section is to be scoped and budgeted as additional work in coordination with the City.
 - Engineering support exceeding the scope and/or hours defined may be performed upon request from the City as additional services.



- Submittal review will be limited to average 2 hours per submittal.
- 3 hours per sheet for record drawings and up to 9 sheets authored by JAB to be modified.
- Duration of the construction phase is 7 months.
- All inspections will be conducted by the City CM consultant or City inspectors.
- City CM consultant will handle incoming contractor submittals and response transmittals.
- Effort to finalize HCSP does not include any monitoring events.

SCHEDULE

The execution of the engineering support work defined in this scope is to be performed consecutively with the construction phase.

COSTS

The work as defined in this scope will be conducted on a time and material basis with not to exceed amount of \$82,380. The total contract amount will increase from \$794,107.65 (at amendment #7) to a new contract amount of \$876,487.65. See the attached fee schedule and budget summary.

1



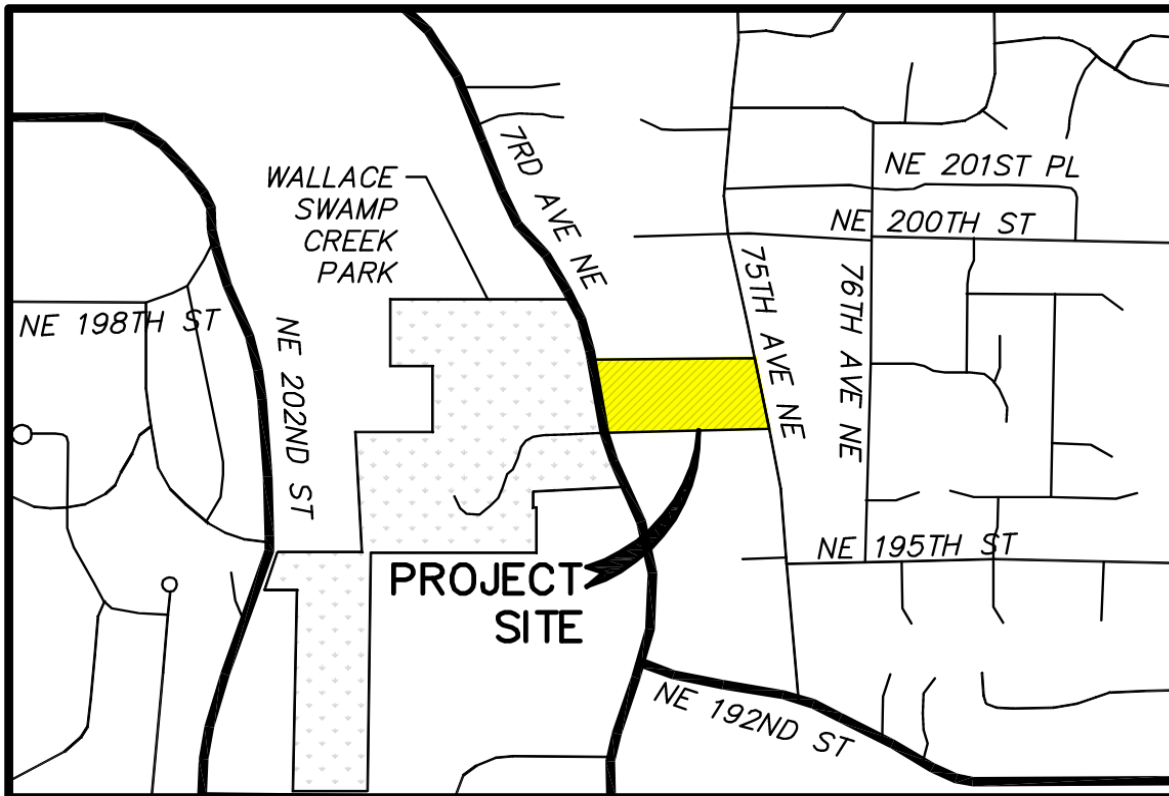
**City Council Business Agenda Item
City of Kenmore, WA**

Subject/Topic: Northbrook Final Plat – Resolution No. 21-363 Proposed Council Action/Motion: Adopt Resolution No. 21-363 Granting Final Plat Approval for Plat of Northbrook	For Council Meeting Agenda of: <u>June 14, 2021</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Senior Planner</u> <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>BH 5-20-21</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>DR 5-21-21</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>LS</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RK 6/4/21</u></td></tr> </table> Exhibits/Attachments: 1. Vicinity Map 2. Resolution 21-363 and Exhibit A		<u>Initial & Date</u>	Approved by Department Head:	<u>BH 5-20-21</u>	Approved by City Attorney:	<u>DR 5-21-21</u>	Approved by Finance Director:	<u>LS</u>	Approved by City Manager:	<u>RK 6/4/21</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>BH 5-20-21</u>										
Approved by City Attorney:	<u>DR 5-21-21</u>										
Approved by Finance Director:	<u>LS</u>										
Approved by City Manager:	<u>RK 6/4/21</u>										
<u>INFORMATION/BACKGROUND:</u> The Northbrook final plat is ready to record¹. On September 26, 2019, the Northbrook Preliminary Long Plat was granted conditional approval by the City’s Hearing Examiner, Emily Terrell. Conditions of preliminary plat approval have been satisfied and the required financial guarantees have been submitted. Traffic, parks, and school impact fees will be assessed at the time of building permit for each individual lot. To obtain final plat approval the Council needs to pass a resolution approving the final plat. The final plat then needs to be signed by the City prior to being recorded with King County. Northbrook is a 13-lot single-family subdivision of a 180,929 square-foot lot (4.15 acres). The subject property is zoned R-6 and contained one existing single-family residence and associated improvements, all of which have been removed as part of the development. The development includes a new public road (“Road A”) off 75th Avenue NE and frontage improvements along both 75th Avenue NE and 73rd Avenue NE. Lots 2 – 13 propose access via Road A (connecting to 75th Avenue NE). Lot 1 is separated from the other lots by a Type 3 stream and associated wetlands and buffers and is accessed via 73rd Avenue NE directly (single driveway). The project includes a 7,529 square foot stormwater and recreation open space area (Tract A), a 74,511 square foot critical area preservation and protection area (Tract B), and 13,198 square feet of right-of-way dedication. A summary of project milestones is provided below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Date</th><th style="text-align: center;">Milestone</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">4/19/2018</td><td>Pre-application meeting at Kenmore City Hall.</td></tr> <tr> <td style="text-align: center;">10/19/2018</td><td>Preliminary long plat application filed with the City (“intake”).</td></tr> <tr> <td style="text-align: center;">11/8/2018</td><td>Application determined complete in terms of KMC 19.25.</td></tr> </tbody> </table>		Date	Milestone	4/19/2018	Pre-application meeting at Kenmore City Hall.	10/19/2018	Preliminary long plat application filed with the City (“intake”).	11/8/2018	Application determined complete in terms of KMC 19.25.		
Date	Milestone										
4/19/2018	Pre-application meeting at Kenmore City Hall.										
10/19/2018	Preliminary long plat application filed with the City (“intake”).										
11/8/2018	Application determined complete in terms of KMC 19.25.										

11/22/2018	Notice of Application and Optional SEPA Notice Publication with 21-day public comment period.
12/13/2018	21-day public comment period ended.
12/21/2018	Review #1 Completed: The City's comments are sent to the applicant (corrections required).
3/15/2019	Applicant responds to corrections and provides revised plans.
3/25/2019	The applicant's response to public comments is forwarded to parties of interest for their information.
4/29/2019	Review #2 Completed: The City's comments are sent to the applicant (corrections required).
5/24/2019	Applicant responds to corrections and provides revised plans.
6/12/2019	Review #3 Completed: The City's review is complete; no additional corrections are required. The City prepares SEPA threshold determination and staff report (recommendation to the Hearing Examiner), and schedules the public hearing.
8/9/2019	SEPA Determination of Non-Significant (DNS) issues with staff recommendations to the Hearing Examiner.
8/26/2019	Notice of Hearing published.
9/12/2019	Public Hearing held before the Hearing Examiner at Kenmore City Hall.
9/26/2019	Conditional Preliminary Approval is granted by the Hearing Examiner.
12/13/2019	The Applicant applies for the engineering permit for site development work.
7/30/2020	The engineering permit is issued, and work begins on site.
12/9/2020	The Applicant applies for Final Long Plat.
5/14/2021	The engineering permit obtains substantial engineering inspection approval (work on site is substantially complete and accepted by the City).
6/14/2021	The project is scheduled on City Council's consent agenda for final approval of the plat map.
FISCAL CONSIDERATION: Permit fees will be collected following upon issuance of building permits. Subsequent expansion of single-family property tax base.	
COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Engage and educate the community on growth and development in Kenmore.	

¹ Previously referred to as "Benjamin Court."

Northbrook Final Long Plat Vicinity Map



**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 21-363**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL
FOR THE PLAT OF NORTHBROOK (PREVIOUSLY
“BENJAMIN COURT”); FILE NO. FLP20-0091/PRJ18-
0035.**

WHEREAS, the City Council desires to grant final plat approval for the plat of Northbrook;

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

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the plat of Northbrook have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the plat of Northbrook, as approved, conforms with all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for the plat of Northbrook and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT
A REGULAR MEETING THEREOF THIS 14TH DAY OF JUNE 2021.

CITY OF KENMORE

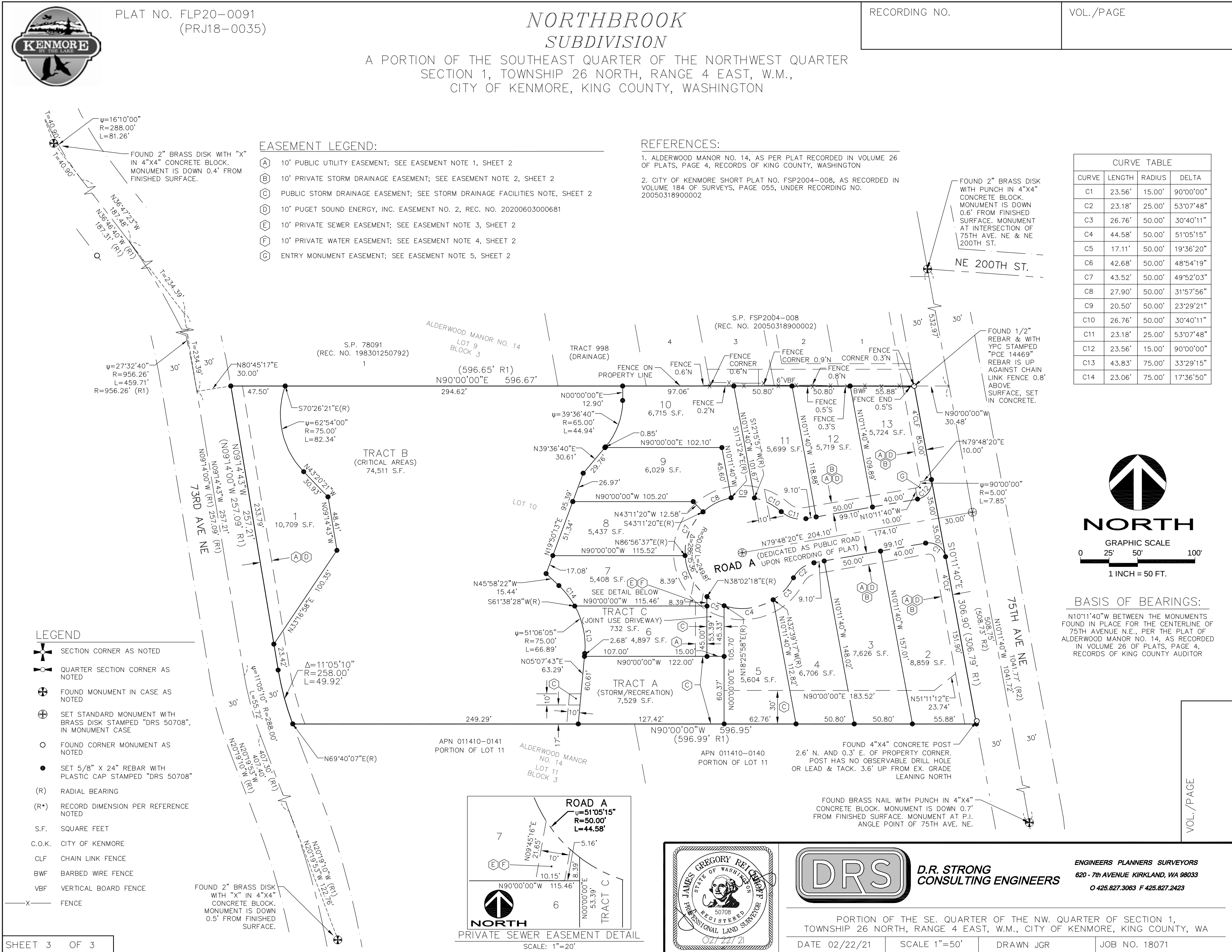
David Baker, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney



LEGEND

- SECTION CORNER AS NOTED
- QUARTER SECTION CORNER AS NOTED
- FOUND MONUMENT IN CASE AS NOTED
- SET STANDARD MONUMENT WITH BRASS DISK STAMPED "DRS 50708", IN MONUMENT CASE
- FOUND CORNER MONUMENT AS NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP STAMPED "DRS 50708"
- (R) RADIAL BEARING
- (R*) RECORD DIMENSION PER REFERENCE NOTED
- S.F. SQUARE FEET
- C.O.K. CITY OF KENMORE
- CLF CHAIN LINK FENCE
- BWF BARBED WIRE FENCE
- VBF VERTICAL BOARD FENCE
- X FENCE

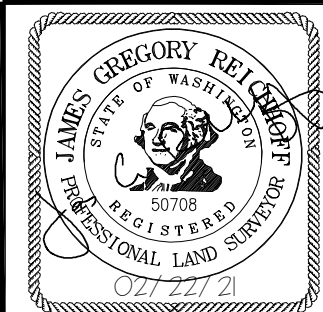
FOUND 2" BRASS DISK WITH "X" IN 4"x4" CONCRETE BLOCK. MONUMENT IS DOWN 0.4' FROM FINISHED SURFACE.

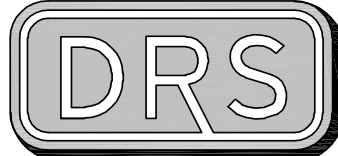
FOUND 1/2" REBAR & WITH YPC STAMPED "YPC 14469" REBAR IS UP AGAINST CHAIN LINK FENCE 0.8' ABOVE SURFACE, SET IN CONCRETE.

FOUND 4"x4" CONCRETE POST 2.6' N. AND 0.3' E. OF PROPERTY CORNER. POST HAS NO OBSERVABLE DRILL HOLE OR LEAD & TACK. 3.6' UP FROM EX. GRADE LEANING NORTH

FOUND BRASS NAIL WITH PUNCH IN 4"x4" CONCRETE BLOCK. MONUMENT IS DOWN 0.7' FROM FINISHED SURFACE. MONUMENT AT P.I. ANGLE POINT OF 75TH AVE. NE.

ROAD A
PRIVATE SEWER EASEMENT DETAIL
SCALE: 1"=20'





**D.R. STRONG
CONSULTING ENGINEERS**

ENGINEERS PLANNERS SURVEYORS
620 - 7th AVENUE KIRKLAND, WA 98033
O 425.827.3063 F 425.827.2423

PORTION OF THE SE. QUARTER OF THE NW. QUARTER OF SECTION 1,
TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., CITY OF KENMORE, KING COUNTY, WA

DATE 02/22/21 SCALE 1"=50' DRAWN JGR JOB NO. 18071

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 21-363**

**A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, GRANTING FINAL PLAT APPROVAL
FOR THE PLAT OF NORTHBROOK (PREVIOUSLY
“BENJAMIN COURT”); FILE NO. FLP20-0091/PRJ18-
0035.**

WHEREAS, the City Council desires to grant final plat approval for the plat of Northbrook;

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

Section 1. Plat Approval. Pursuant to RCW 58.17.170, the City Council of the City of Kenmore finds that all conditions of preliminary plat approval for the plat of Northbrook have been satisfied, and hereby grants final plat approval. Pursuant to RCW 58.17.195, the City Council further finds that the plat of Northbrook, as approved, conforms with all applicable City of Kenmore zoning and other land use regulations. See attached Exhibit A for plat layout.

Section 2. Authorization. The City Manager and/or his designee(s) are hereby authorized by the City Council to sign the face of the plat for the plat of Northbrook and to cause the plat to be recorded with King County.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON,
AT A REGULAR MEETING THEREOF THIS 14TH DAY OF JUNE 2021.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney



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

Subject/Topic: Tree Preservation Recommendations Proposed Council Action/Motion: No action requested; informational only	For Council Meeting Agenda of: <u>June 14, 2021</u> Department: <u>Development Services</u> Prepared by: <u>Samantha Loyuk, Senior Planner</u> <table border="0"> <tr> <td></td><td style="text-align: right;"><u>Initial & Date</u></td></tr> <tr> <td>Approved by Department Head:</td><td style="text-align: right;"><u>BH 5-26-21</u></td></tr> <tr> <td>Approved by City Attorney:</td><td style="text-align: right;"><u>NA</u></td></tr> <tr> <td>Approved by Finance Director:</td><td style="text-align: right;"><u>LS 5/27/21.</u></td></tr> <tr> <td>Approved by City Manager:</td><td style="text-align: right;"><u>RK 6/3/21</u></td></tr> </table> Exhibits/Attachments: May 26, 2021 Memo Follow-up to 4/19/2021 Council Preservation on Trees Attachment 1) List 1 and List 2 Attachment 2) 2021 Docket/Work Plan Program Prioritization Attachment 3) King Conservation District 2021 Urban Forestry Health Management grant letter of interest		<u>Initial & Date</u>	Approved by Department Head:	<u>BH 5-26-21</u>	Approved by City Attorney:	<u>NA</u>	Approved by Finance Director:	<u>LS 5/27/21.</u>	Approved by City Manager:	<u>RK 6/3/21</u>
	<u>Initial & Date</u>										
Approved by Department Head:	<u>BH 5-26-21</u>										
Approved by City Attorney:	<u>NA</u>										
Approved by Finance Director:	<u>LS 5/27/21.</u>										
Approved by City Manager:	<u>RK 6/3/21</u>										
<u>INFORMATION/BACKGROUND:</u> At the Kenmore City Council annual retreat on January 8th and 9th, 2021, tree preservation was discussed, and as such, Council requested to conduct a tree workshop. In response to the request made by City Council, Development Services provided an informational presentation to the Council at the April 19, 2021 Council meeting. As part of the presentation, we included potential code amendments to further preserve, protect and enhance Kenmore's urban forest. These recommendations included short-term and long-term action items, referred to as List 1 and 2, respectively (Attachment 1). Items on List 1 are considered achievable this docket year, while items on List 2 require additional staff resources and should be discussed in the context of future work plan dockets (Attachment 2). Following our presentation, Councilmember Pfeil moved to bring tree preservation staff recommendations back to a future meeting for council action. Councilmember Kugler amended the motion to request that staff bring back the tree preservation recommendations which could be accomplished during the current docket year, for approval. Councilmember O'Cain further amended the motion to request that staff											

proceed with the five recommendations as presented on 4/19/2021 (List 1) and along with any additional recommendations from List 2 that could be achieved this year.

The attached May 26, 2021 Memo is a follow-up to Council's request via the motion as amended.

FISCAL CONSIDERATION: N/A

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Develop a Kenmore Climate and Environment Action Plan including water, air, forest, and habitat restoration.



City of Kenmore, Washington

Memorandum

Date: May 26, 2021

To: Rob Karlinsey, City Manager

Cc: Debbie Bent, Community Development Director
Lauri Anderson, Principal Planner
Richard Sawyer, Environmental Services Manager

From: Bryan Hampson, Development Services Director *BH*
Samantha Loyuk, Senior Planner *SL*

Re: Follow-up to 4/19/2021 Council Presentation on Trees

At the 4/19/2021 City Council meeting Samantha Loyuk and I provided an informational PowerPoint presentation to summarize tree regulations in Kenmore. As part of the presentation, we included potential code amendments to further preserve, protect and enhance Kenmore's urban forest. These recommendations included short-term and long-term action items, referred to as List 1 and 2 (Attachment 1), respectively. Items on List 1 are considered achievable this docket year, while items on List 2 require additional staff resources and should be discussed in the context of future work plan dockets (Attachment 2). However, we are going to hire a part-time on-call summer intern, whose first two projects are going to be drafting a policy paper on two items on List 2, a potential tree rebate program and an exceptional tree ordinance. In addition, we have applied for the 2021 Urban Forestry Health Management grant (Attachment 3) to participate in another city-wide urban tree canopy assessment.

Following our presentation, Councilmember Pfeil moved to bring tree preservation staff recommendations back to a future meeting for council action. Councilmember Kugler amended the motion to request that staff bring back the tree preservation recommendations which could be accomplished during the current docket year, for approval. Councilmember O'Cain further amended the motion to request that staff proceed with the five recommendations as presented on 4/19/2021 (List 1) and along with any additional recommendations from List 2 that could be achieved this year.

List 1 items represent meaningful and impactful changes that can be made without additional staff resources. It is important to note however, that adding items to List 1 from List 2 will require

reallocation of Development Services staff time from permit processing to code development and will result in longer permit review times. This will be challenging for Development Services staff as permit and land use application volumes are high and review is currently backlogged and exceeds staff capacity. Because Washington State mandates¹ limit the amount of time staff must review certain application types, staff are currently exceeding the standards 40-hour workweek to meet deadlines. This does not present a conflict fiscally speaking since review staff are exempt employees² (e.g., salary) however, continued workload pressure could present a risk to morale and overall department efficiencies.

While a certain amount of reallocation of staff time is doable, the items on List 2 require additional scoping, analysis, and public involvement; all of which would require substantial additional resources.

Environmental stewardship, including tree preservation, continues to be a high priority for City Council. Development Services staff are committed to applying tree regulations adopted in the Kenmore Municipal Code (KMC) and look forward to implementing the changes in List 1. We recommend that new programs and policies on List 2 be considered in the context of the recommendations that will come out of the Climate Action Plan (CAP) as well as in the context of the work plan dockets for future years.

The Climate Action Plan will likely produce a long list of potential new programs to fund and allocate resources for, and we should wait for possible new tree programs on List 2 (like tree rebate) to be considered in light all of the possible programs that the CAP will propose. By integrating urban forest preservation and enhancement measures into the CAP, climate is analyzed comprehensively with consideration given to all elements of the environment. In the meantime, and as staff time permits, some preliminary research on List 2 programs (such as tree rebate) can be done as part of the CAP development. Perhaps even, a one-time tree rebate public event may be possible with coordination and funding through King Conservation District (Attachment 3). Development Services staff will research this option because it is clearly a City Council priority.

Moving forward, staff will pursue code amendments identified on List 1. Additionally, based on Council direction in January, City staff is or will be working on the following projects this year (please note that this is in addition to the review and inspections that is typical of the Development Services department):

- 2024 Comprehensive Plan Update: Land Use and Housing Elements, including an evaluation of the Transit-Oriented Development District (TOD);
- Housing Strategy Plan: opportunities for “Missing Middle” housing;

¹ The local Project Review Act (chapter 36.70B RCW) requires counties and cities planning under the Growth Management Act (GMA) to adopt procedures for fair and timely review of project permits under RCW 36.70B.020(4), such as building permits, subdivisions, binding site plans, planned unit developments, conditional uses, and other permits or other land use actions.

² An exempt employee is not entitled overtime pay by the Fair Labor Standards Act (FLSA).

- Capital Facilities Element Update;
- Lakepointe Planning and Zoning;
- Corner store commercial in single-family neighborhoods;
- Height and densities downtown;
- Amending the City of Kenmore Municipal Code, to be in alignment with Section 36.70A.620 Revised Code of Washington (RCW), which limits the amount of parking local governments may require for low-income, senior, disabled, and market-rate housing units located near high-quality transit service;
- Amending Kenmore's sign regulations to be in alignment with the United States Supreme Court ruling on the Reed v. Town of Gilbert case (2015);
- Commercial change-of-use standards related to impact fees;
- Revise street standards, along with other Title 12 amendments;
- Title 13, Utilities and Public Works, code cleanup amendments;
- Climate Action Plan; and
- Other minor code cleanup amendments.

Attachments

List 1

1. Change the definition of “significant tree” so it includes smaller diameter at breast height (DBH) trees.
2. Revise tree retention requirements so certain “nuisance species” (i.e., cottonwood and alder) do not receive credit for retention. This will encourage retention of preferred species that are expected to thrive long term.
3. Codify the tree removal application process for existing single-family residences (code clean up item).
4. Update the removal penalty language for consistency (code clean up item).
5. Have tree removal permits valid for a shorter period of time so replacement trees get into the ground faster.

List 2

1. Increase the tree density requirement for new development.
2. Decrease yearly allowances for single-family tree removal.
3. Always require replacement.
4. Establish maximum floor area ratios (F.A.R.) to limit the size of single-family residences.
5. Create a tree fund for instances where replacement is infeasible (“fee in lieu”); could include tree rebate program for planting trees on single-family lots.
6. Establish an exceptional tree program.

2021 DOCKET/WORK PROGRAM PRIORITIZATION

The “docket” is the Planning Commission’s annual work program. Zoning Code Section 19.20.080 provides threshold review criteria for selecting projects to be placed on the docket. Criteria include how long it has been since the issue was last considered (more than two years unless there’s a compelling reason for taking something up again), correction of inconsistencies or clarifications, and serving the public interest.

Another criterion is availability of city resources—whether staffing levels and budget allow review of the proposal. Potential docket items are selected and prioritized using the following assumptions:

1. Community Development (CD) staff time and Planning Commission meeting schedules allow for one major amendment project per year. Two to three additional, smaller amendments also are possible in CD in any given year. Other departments may be able to take on additional amendments.
2. It is more efficient to group smaller amendments into a cohesive package of multiple related amendments. Less time is spent in meetings and hearings with this approach.
3. The Planning Commission must provide a recommendation on Comprehensive Plan amendments, but they also are very useful in developing recommendations for projects that need intensive study, public meetings, or a more in-depth review.

The attached prioritization chart identifies possible work program items recommended by the staff, the City Manager, the Planning Commission, the City Council, or other entities. Some items would be part of the Planning Commission docket. Other items would be presented directly to the City Council. Amendments are grouped by general topic. The proposed year of consideration and lead department are shown. A more complete description of each project follows the chart.

The 2021 Planning Commission docket as recommended by CD staff would include two projects: a community conversation about, and consideration of, “Missing Middle” housing, and the beginning of the required June 2024 update to the Comprehensive Plan, including “visioning” and the initial review of the Land Use and Housing Elements. The Missing Middle project is recommended by the Housing Strategy Plan. Action A.1.c states, “Consider provisions, including design guidelines, to allow some flexibility in single family neighborhoods for small scale housing (e.g. cottages, duplexes).”

Along with assigning the docket, the City Council may directly review projects that are already consistent with the Comprehensive Plan. Work program items from several departments targeted for direct City Council review in 2021 are identified on the following page.

Recommended 2021 Planning Commission Docket

The recommended 2021 Planning Commission docket is as follows (the number assigned to each project corresponds to its number in the prioritization chart):

- | | |
|------|---|
| | <u>Housing Strategy Plan:</u> |
| 13.B | Flexibility in single family neighborhoods for small scale housing--e.g., “Missing Middle” housing such as cottages, duplexes (Strategy A.1.c), and mixed use at intersection properties (per January 2021 City Council retreat discussion) |
| | <u>June 2024 Comprehensive Plan Update:</u> |
| 4.A | Land Use Element of the Comprehensive Plan, including item 6. (TOD District) |
| 4.B | Housing Element of the Comprehensive Plan |
| 24. | Capital Improvement Program/Capital Facilities Plan amendments |

Potential Additional Docket Item

Depending on progress with a private Lakepointe developer, an additional docket item could be included as part of the Land Use Element update:

- | | |
|----|-------------------------|
| 5. | Lakepointe Subarea Plan |
|----|-------------------------|

Recommended 2021 Amendments to go directly to City Council

Amendments proposed to go to the City Council as part of the work program are as follows (listed by lead department):

- | | | |
|--|-----|---|
| <u>Development Services:</u> | 20. | Commercial change-of-use standards related to impact fees |
| | 26. | Minor code cleanup amendments |
| <u>Engineering & Environmental Services:</u> | 12. | Revise street standards, along with other Title 12 amendments |
| | 25. | Title 13, Utilities and Public Works, code cleanup amendments |
| | 16. | Climate Action Plan |

Prioritization Chart

TBD = still to be determined
EES = Engineering & Environmental Services
CM = City Manager’s Office

CD = Community Development
DS = Development Services

Item	Source	Need PC Review?	Recommend PC Review?	Amend-ment scope	Could it be grouped?	Lead Department	Year?
LAND USE							
1. Downtown uses	EDS*	Yes, if policy needed	Yes	Medium	Yes	CD	2022+
2. Revisit marijuana researcher locations (Bastyr)	Staff	No	No	Small	No	CD	2022+
3. Heavy manufacturing amortization	Staff	No	No	Medium	No	CM	2022+
4. Comprehensive Plan Update (due June 2024): A. Land Use Element B. Housing Element C. Other Elements	State	Yes	Yes	Large	No	CD CD CD	2021 2021 2022+
5. Lakepointe Subarea Plan NEW	Staff	Yes	Yes	Large	Yes	TBD	2021?

Attachment 2

Item	Source	Need PC Review?	Recommend PC Review?	Amend-ment scope	Could it be grouped?	Lead Department	Year?
6. Expansion of the TOD District in downtown	Staff, EDS	No	Yes	Medium	Yes	CD	2021

TRANSPORTATION/TRANSIT							
7. Transit corridor parking standards	Staff	Maybe	Yes	Large	No	TBD	2022
8. CTR ordinance	State	No	Yes	Medium	Yes	CD	2022+
9. Airport Plan	State	Yes	Yes	Large	No	CD	2022+
10. Comprehensive Plan Update (due June 2024): A. Transportation Element	State	Yes	Yes	Large	Yes	CD/EES	2022
11. Transportation impact fee study	State	No	No	Medium	Yes	CD/EES	2022
12. Revise street standards, along with other Title 12 amendments	Staff	No	No	Medium	No	EES	2021
AFFORDABLE HOUSING							
13. Housing Strategy Plan: A. Finish mobile home park regulations B. Missing Middle housing	Comp Plan	No	Yes	Medium	Yes	CD	2022+ 2021
14. Increase SEPA review housing thresholds NEW	PC	No	No	Medium	No	TBD	2022+
SIGNS							
15. Reed v. Town of Gilbert review (sign content)	Court	No	No	Medium	No	DS	2022+

SUSTAINABILITY							
16. Climate Action Plan NEW	Council	No	No	Large	Yes	EES	2021
PARKS							
CRITICAL AREAS							
TREES							
17. Protection for heritage trees	Staff	No	Yes	Medium	Yes	CD	2022+
ECONOMIC DEVELOPMENT							
18. Economic Development Strategy: A. Incentives for office development B. Address additional priorities	EDS	No	Yes	Medium	Yes	CD/CM	2022+ 2022+
MISCELLANEOUS							
19. Review general change-of-use standards	Staff	No	No	Small	Yes	TBD	2022+
20. Commercial change-of-use standards related to impact fees	Staff	No	No	Small	No	DS	2021
21. Historic preservation code update	Staff	No	No	Medium	No	CM	2022+
22. Address franchise requirements	Staff	No	No	Large	No	TBD	2022+
23. Expand Multifamily Tax	Staff	No	No	Medium	No	TBD	2022+

Exemption (MFTE) in downtown area(s)							
24. CIP/CFP amendments	Staff	Yes	Yes	Small	Yes	CD	2021
25. Title 13 code cleanup amendments	Staff	No	No	Small	Yes	EES	2021
26. Development code cleanup amendments	Staff	No	No	Small	Yes	DS	2021

*Economic Development Strategy

Explanation of Prioritization Chart Items

Following are more complete descriptions of each item in the docket prioritization chart:

LAND USE

1. Downtown uses. This project would review permitted land uses in the downtown, considering the possibility, for example, of allowing clean light manufacturing.
2. Revisit marijuana researcher locations (Bastyr). State law has added a new class of marijuana business—a marijuana researcher—to the list of possible marijuana licensees. Bastyr may be interested in the future in becoming a marijuana researcher and the university has asked that we add this consideration to the list of possible future code amendments.
3. Heavy manufacturing amortization. This project would review the feasibility of amortizing existing heavy manufacturing uses, potentially through property-owner agreements.
4. Comprehensive Plan Update, including (A) Land Use Element, (B) Housing Element, and (C) other Elements. The State-required update of the City's Comprehensive Plan is due in June 2024. The County-directed land capacity analysis will be completed in 2021 and new growth targets are expected, along with some census data. Beginning review of the Land Use and Housing Elements should be the first step in the overall Comprehensive Plan update and should come before adjusting the Transportation Element in 2022. As a first step in the Comprehensive Plan update process, a "visioning" exercise for the community is proposed.
5. **NEW** Lakepointe Subarea Plan. The planned future of the Lakepointe site could be a significant component of the Comprehensive Plan Land Use Element update if talks with a private developer are stalled.
6. Expansion of the Transit-Oriented Development (TOD) District. The City's TOD was established in 2015. In preparation for Bus Rapid Transit (BRT) in Kenmore in 2024, expansion of the TOD District would be considered. This project could be combined with the Comprehensive Plan Land Use Element update.

TRANSPORTATION/TRANSIT

7. Transit corridor parking standards. This project would assess existing parking standards to determine whether parking requirements could be reduced. (Currently, an applicant may reduce parking requirements if documented through a parking demand analysis.)
8. CTR ordinance. State law requires that cities have a commute trip reduction (CTR) ordinance applicable to businesses which have more than 100 full-time employees. State CTR funds are not available to jurisdictions without an ordinance. Kenmore's largest employer, Bastyr University, already has its own CTR plan, required through the Bastyr University Master Plan.
9. Airport Plan. State law requires that cities with airports have an Airport Plan in place to protect continued operation of the airport. Kenmore has incorporated information and a number of policies into its Comprehensive Plan related to Kenmore Air that would be addressed through SEPA review for new development proposals, however, a formal airport plan has not been developed.
10. Transportation Element update. The Transportation Element was updated in 2014 as part of the 2015 Comprehensive Plan update. In preparation for the 2024 Comprehensive Plan update, the Transportation Element will need review.
11. Transportation impact fee study. Transportation impact fees would be reviewed in conjunction with the Transportation Element update.
12. Revise street standards, along with other Title 12 amendments. A list of possible amendments to the City's street standards is maintained by EES. This project also would include review of potential new regulations related to transit stops and stations, and other amendments to update Title 12.

HOUSING

13. Housing Strategy Plan follow-up. This project includes review of priority items from the Housing Strategy Plan. Phase 2 of the manufactured housing communities project was put on hold pending appeal of the Phase 1 ordinance. That appeal is ongoing and likely will not be resolved until 2021. For this reason, staff is recommending that the project be removed from the docket until 2022+. For 2021, one new strategy is recommended: A.1.c Flexibility in single family neighborhoods for small scale housing (e.g. Missing Middle housing such as cottages, duplexes). Consideration of Missing Middle housing builds

on the panel discussion held in October 2019 and positions the City to address possible new state direction that may incentivize or mandate this type of development. It also provides significant direction to the Land Use and Housing Elements of the Comprehensive Plan.

14. **NEW** Increase SEPA review thresholds for housing. State law allows the SEPA exemption level to be raised from 20 multifamily units to 60 multifamily units and 20 single-family units to 30 single-family units. To increase these thresholds, the City must demonstrate that existing regulations adequately provide for environmental analysis, protection and mitigation of impacts to the environment.

SIGNS

15. Reed v. Town of Gilbert review (sign content). This court decision mandates that signs be regulated by type and size and not by content. In other words, if a type and size of sign is regulated, the sign message cannot be regulated. Although requirements of this ruling are being supported administratively, code amendments are needed.

SUSTAINABILITY

16. **NEW** Climate Action Plan. This project could also incorporate the following items previously on the docket list:

15. Electric vehicle parking incentive	PC	No	Yes	Small	Yes	CD	2022+
16. Landscaping "Green factor"	PC	Maybe	Yes	Large	Yes	CD	2022+
17. Standards for alternative energy facilities	Comp Plan	No	Yes	Medium	Yes	CD	2022+

PARKS

No items are on the list at this time. The Parks, Recreation and Open Space Plan and Comprehensive Plan Element were updated in 2020.

CRITICAL AREAS

No items are on the list at this time. Critical area and shoreline rules were updated in 2019/2020.

TREES

17. Protection for heritage trees. Some other jurisdictions, notably Lake Forest Park, have code amendments in place to protect “exceptional” trees—both on development sites and on single-family residential properties.

ECONOMIC DEVELOPMENT

18. Economic Development Strategy follow-up. This project includes review of priority items from the Economic Development Strategy that was adopted in 2018. As part of the 2020 docket, a review of incentives for office development (18.A) was scheduled. This work was dependent on recommendations from a consultant being managed through the City Manager’s office. For a variety of reasons (docket delay due to Covid, limited opportunities for land use incentives according to the consultant, and the importance of starting the Comprehensive Plan update in 2021), staff recommends a delay until at least 2022.

MISCELLANEOUS

19. Review general change-of-use standards. When a business changes from one type of use to another, the Zoning Code process for review is unclear. The Building Code has change of use standards. Standards in the Zoning Code need adjustment to clarify the required permit process.

20. Commercial change-of-use standards related to impact fees. This project would clarify the relationship between commercial change of use and payment of impact fees.

21. Historic preservation code update. This code has not been updated for several years and adjustments are needed. In particular, a code amendment to provide more flexibility for change of use of historic properties could be considered.

22. Address franchise requirements. As a result of numerous recent franchise requests, it may be appropriate to consider a separate Municipal Code chapter outlining the franchise process and requirements.
23. Expand the Multifamily Tax Exemption (MFTE). The MFTE can be used in some parts of the downtown but is not available in other areas of the City. Adding MFTE to the TOD District is complete. The City may wish to expand the MFTE to other parts of the City's downtown, including Lakepointe.
24. Capital Improvement Program (CIP)/Capital Facilities Plan (CFP) amendments, if necessary. Amending the CIP to add or remove significant capital projects requires Planning Commission consideration of Comprehensive Plan amendments. Significant new surface water projects require that the CIP/CFP be adjusted in 2021.
25. Title 13 code cleanup amendments. Staff has identified several minor code provisions in Title 13, Utilities and Public Works, needing revision.
26. Development code cleanup amendments. Staff has identified several minor code provisions in the Subdivision and Zoning Codes needing revision.



City of Kenmore, Washington

Sent via e-mail: Ellen.Arnstein@kingcd.org

May 25, 2021

Ellen Arnstein, Forest Stewardship Program Manager
King Conservation District
800 SW 39th Street Suite 150
Renton, WA 98057

RE: Letter of Interest for 2021 Urban Forestry Health Management (UFHM) program

Dear Ms. Arnstein,

Thank you for the opportunity to apply for financial support and technical assistance as part of King Conservation District's (KCD) 2021 Urban Forestry Health Management (UFHM) program.

The City of Kenmore is committed to preservation of the urban forest. In 1998, at the time of incorporation, the City of Kenmore adopted code requirements from the King County Municipal Code (KCMC). Since then, the City's tree management code has been updated four times (2004, 2009, 2015, and 2019). While each amendment offered increased tree protection measures, City Council continues to seek opportunities for improvement. At a recent City Council meeting held on 4/19/2021, City Council members demonstrated their commitment to environmental stewardship by continuing to pursue additional programs and code changes in order to protect, maintain, and expand Kenmore's urban forest¹.

In 2019, in partnership with King Conservation District (KCD) and Plan-it Geo, a city-wide urban tree canopy (UTC) assessment was completed. The UTC assessment provided a set of reports, tools, and baseline data that City staff and City Council can use for planning, community development, and forest management purposes. Additionally, the assessment provided valuable baseline information revealing 41% canopy coverage. Following the assessment, KCD recommended that a follow-up assessment in three (3) years, or 2022. The City is interested with partnering with KCD and Plan-it Geo for a second assessment as part of the 2021 KCD urban forest health management program. A second assessment would provide comparable data useful in understanding the impact of recent land development in Kenmore. It will also act as a predictive model to help evaluate trends in Kenmore as it relates to forest management practices. This type of information is essential to making meaningful and effective changes to help preserve and enhance the Kenmore's urban forest. In addition to an updated tree inventory, the City is interested in a one-time tree rebate program to help plant new trees on private property. Ideally, this program would partner with private property owners by providing

¹ To view the 4/19/2021 City Council meeting visit https://www.youtube.com/channel/UC5M2Jyz38UIea_Q-RKXE0og/search?query=council and click "videos." Search for the council meeting dated 4/19/2021. The discussion regarding trees starts at 1:42:20.

18120 68th Ave NE Kenmore, WA 98028

Office: (425) 398-8900 · Fax: (425) 481-3236 · cityhall@kenmorewa.gov · www.kenmorewa.gov

Attachment 3

free trees to residents, with priority given to areas within possible planting areas (PPAs) identified in the 2019 UTC assessment and areas that promote diversity, equity, and inclusion efforts.

If selected as a recipient of assistance provided through the 2021 KCD Urban Forestry Health Management (UFHM) program, Kenmore is committed to a successful partnership with KCD. This project is fully supported by management and staff time will be allocated as necessary to support the program. In terms of the one-time tree giveaway event, the City anticipates providing a venue for the event, volunteers to inventory and distribute trees, and City staff (and a limited number of City fleet vehicles) to deliver trees to increase participation and address issues of socioeconomic equity and inclusion.

We believe this project meets UFHM program goals and invite conversation to further refine this proposal. Please contact me at (425) 398-8900 or SLoyuk@kenmorewa.gov with any questions. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Loyuk', followed by a horizontal line.

Samantha Loyuk, Senior Planner
Development Services Department
City of Kenmore

cc: Rob Karlinsey, City Manager
Bryan Hampson, Development Services Director

- #### VIII. B. Resolution 21-364, establishing City policies for sustainable/g...

FISCAL CONSIDERATION:

Resolution 21-364 does not change the City's adopted Purchasing Policies or competitive bidding rules required by the state and federal government. However, procurement of goods and services using updated specifications resulting from these sustainable/green purchasing policies may result in a change in the cost as compared to the cost of similar goods or services provided in the past.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:

Council's 2021-2022 Priority #2 "Develop a Kenmore Climate Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration."

**CITY OF KENMORE
WASHINGTON
RESOLUTION NO. 21-364**

**A RESOLUTION OF THE CITY COUNCIL OF KENMORE,
WASHINGTON, APPROVING AND AUTHORIZING THE ESTABLISHMENT
OF SUSTAINABLE CITY GOVERNMENT PRINCIPLES.**

WHEREAS, on January 11, 2020, the City Council established Council Priorities for 2020-2021, including Council Priority #3 which states “Develop a Kenmore Climate and Environment Action Plan including water, air, forest, and habitat restoration.”; and

WHEREAS, on June 22, 2020, the City Council authorized the City of Kenmore to sign the King County-Cities Climate Collaboration (K4C) Joint Letter of Commitment: Climate Change Actions in King County, which established guiding principles and actions for local governments to ; and

WHEREAS, on July 13, 2020, the City Council authorized budget to develop a Greenhouse Gas Inventory to measure greenhouse gas emissions for city operations and the community, which was completed and presented to City Council on December 7, 2020; and

WHEREAS, on December 7, 2020, the City Council authorized budget to develop a Climate Action Plan, which shall be completed by early 2022; and

WHEREAS, on January 9, 2021, the City Council established Council Priorities for 2021-2022, including Council Priority 2 which states “Develop a Kenmore Climate Plan and promote Environmental Stewardship, including water, air, forest, and habitat restoration.”; and

WHEREAS, the Intergovernmental Panel on Climate Change (IPCC), the United Nations body for assessing the science related to climate change, has concluded that climate change is real and human activities are the main cause and without taking action today, adapting to these impacts in the future will be more difficult, costly and potentially catastrophic; and

WHEREAS, several United States cities and towns, including New York City and San Francisco, have declared a climate emergency showing that effective climate action can be taken at all levels of municipal government; and

WHEREAS, the City Council wishes to purchase goods and services in a manner that advances the goals and priorities of the City Council in the area of climate action and environmental stewardship.

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

Section 1. City staff and representatives shall purchase sustainable or “green” goods and services whenever they meet the price, availability, and performance requirements of the City. City staff and representatives shall consider environmental, practical, and fiscal impacts when making purchases to: promote practices that improve human and environmental health; protect and conserve natural resources, air, water, and energy; and minimize the City’s contribution to climate

change, pollution, and solid waste.

City staff are encouraged to utilize strategies to reduce consumption, thus lessening the impact on landfills, resource depletion, impact on human health and greenhouse gas emissions. These strategies may include, but are not limited to:

1. Reusing and repurposing goods and materials on hand;
2. Reduce the procurement of goods that contain and perpetuate the use of toxics;
3. Procuring goods that are durable, long-lasting, reusable, recyclable, repairable, remanufactured or refurbished or that otherwise create less waste;
4. Procuring goods delivered in minimal packaging;
5. Utilize manufacturer's take-back programs.

Section 2. The City Manager is authorized and directed to adopt and promulgate any necessary administrative policies, processes or criteria to implement the use of the green/sustainable purchasing guidance consistent with this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, AT A
REGULAR MEETING THEREOF THIS DAY OF JUNE 14, 2021

CITY OF KENMORE

David Baker, Mayor

ATTESTATION/AUTHENTICATED:

Anastasiya Warhol, City Clerk

APPROVED AS TO FORM:

Dawn Reitan, City Attorney



City Council Business Agenda Item
City of Kenmore, WA

Subject/Topic: Extending the Temporary Moratorium on Residential Tenant Evictions and adopting Renter Protections Related to Covid-19 (Ordinance 21-0525) Proposed Council Action/Motion: Motion to adopt Ordinance 21-525 Extending the Temporary Moratorium on Residential Tenant Evictions and adopting Renter Protections Related to Covid-19 (Ordinance 21-0525)	For Council Meeting Agenda of: June 14, 2021 Department: Community Development Prepared by: Debbie Bent, Community Development Director <u>Initial & Date</u> Approved by Department Head: <u>DB 6/10/21</u> Approved by City Attorney: <u>e-mail 4/6/21</u> Approved by Finance Director: <u>N/A</u> Approved by City Manager: <u>6/11/21</u> Exhibits/Attachments: 1. Ordinance 21-0525 Extending the Temporary Moratorium on Residential Tenant Evictions and adopting Renter Protections Related to Covid-19 2. COVID-19 Pandemic and Public Health Emergency Rule 20-03.6 (also attachment #1 to Ordinance 21-0525) 3. Engrossed Second Substitute Senate Bill (E2SSB 5160) Landlord Tenant Relations, providing certain tenant protections during the Covid-19 emergency 4. Governor's veto of Sections 12 and 13 of E2SSB 5160 5. Summary of E2SSB 5160 6. Draft model ordinance to prevent housing loss due to Covid-19, prepared by the Transit Riders Union and Housing Justice Project presented to Council 5/24/21 7. Proclamation & Issuance of Emergency Rule 20-03.4: Amending Temporary Moratorium on Residential Tenant Evictions 8. Resolution 20-350 9. Ordinance 21-0525 redline version 10. 6/9/21 Comments from the Transit Riders Union 11. 6/9/21 Comments from the Washington Multi-Family Housing Association
INFORMATION/BACKGROUND: At the 5/24/21 Council meeting, Council gave staff direction to bring back legislation prior to 6/30/21 that would extend the temporary moratorium on residential tenant evictions and provide residential tenant protections made necessary due to the Covid-19 pandemic.	

The agenda material for the 6/14/21 council meeting was available to the public on 6/8/21. On 6/9/21 The City received comments from the Transit Riders Union (Attachment #10) and the Washington Multi-Family Housing Association (Attachment #11) with suggestions for amending Ordinance 21-0525. On 6/14/21 staff will be seeking council policy direction on whether to revise Ordinance 21-0525. If Council direction is to not consider any of the suggested amendments, then Council could adopt Ordinance 21-0525 (Attachment #1) at the 6/14/21 meeting and the ordinance would go into immediate effect 6/14/21. If Council direction is to revise Ordinance 21-0525 then staff would bring back a revised ordinance for Council action on 6/28/21, and if adopted the Ordinance would go into immediate effect 6/28/21.

Amendments suggested by The Transit Riders Union (Attachment #10):

The following is a summary of proposed amendments and comments:

Delete Sections 3.C Tenant Protections and Eviction Defenses Due to Covid-19 in Ordinance 21-525 (see Page 5 of Attachment #1) and Section 5.C Emergency Rule Temporary Moratorium Imposed in Proclamation and Emergency Rule 20-03.6 (see Attachment #2 page 3 of Exhibit 1)

“When considering whether to apply the defense to eviction afforded in this subsection C and fashioning any remedy, the court should balance the equities of the parties and consider material impacts to the owner as well as to the tenant. It is not the intent of this emergency rule to limit a court in weighing all legal and equitable defenses in unlawful detainer cases that include the defense to eviction provided herein. It is further understood that a court will consider the totality of circumstances in determining liability in an unlawful detainer action”.

The Transit Riders Union comment that this “equity balancing Section” is not necessary or helpful if the intent of the ordinance is to provide tenants with a defense to eviction and to direct landlords towards seeking rental assistance instead. Further, this section gives no direction to the court on how to make such an assessment or what would constitute a hardship. The Transit Riders Union also note that an ordinance recently passed by the City of Seattle did not include this type of language.

Amendments suggested by the Washington Multi-Family Housing Association (Attachment #11)

The following is a summary of proposed amendments and comments:

1. Amend Section 2 Ratification & Adoption of Temporary Moratorium on Residential Evictions in Ordinance 21-525 (see Attachment #1 page 4) to limit a prohibition on evictions for nonpayment of rent only. Comments note that the state passed ESHB 1236 in the 2021 Legislative session which requires “good cause” to terminate a lease, thereby eliminating any issues around “arbitrary evictions.” No other state in the country maintains a moratorium on evictions where they also have just cause eviction.
2. Amend Section 3 Tenant Protections and Eviction Defenses Due to Covid-19 in Ordinance 21-525 to require proof on the part of the tenant that eviction is related to Covid-19 as some provisions are not directly related to Covid-19. Comments note that broad moratoria are ripe for legal challenge.
3. Amend Section 5 Landlord Certification of Rental Assistance Required. The current draft of the ordinance mandates application to rental assistance programs, even where the rental assistance may not cover the entirety of the rent owing. Comments note that State law cannot require a landlord to apply for and accept funding that is below the amount of rent and other fees owing by the tenant to the landlord. This is a taking under the United States and Washington Constitutions in its purest form. Landlords may voluntarily waive rent or other amounts owing but, this cannot be a requirement of any State or local law.

4. Comments also suggest that to offset the burden placed exclusively on the shoulders of landlords, that the city set aside some funding for rental assistance to support both tenants and landlords in this recovery.

Extension of the City’s Temporary Moratorium on Residential Tenant Evictions: The Washington State temporary moratorium on residential tenant evictions related to Covid-19 will expire 6/30/21. The City’s temporary moratorium on residential tenant evictions related to Covid-19 was established March 2020 and will also expire 9/30/21 (see Attachments #7 and #8). Council adoption of Ordinance 21-0525 (Attachment #1) extends the temporary moratorium on residential tenant evictions through 9/30/21 through ratification of Proclamation and Issuance of Emergency Rule 20-03.6 signed by the City Manager (Attachment #2). The extension of the moratorium provides sufficient time to put procedures in place to implement state and local legislation on tenant protections and give time for tenants and landlords to access available funding assistance.

Tenant Protections During the Covid-19 Pandemic: Ordinance 21-0525 (Attachment #2) provides certain tenant protections during the Covid-19 pandemic. In the Background Section below, there is a comparison of recent state legislation (Attachments #3 and #4) and the model ordinance presented to Council 5/24/21 (Attachment #6).

Ordinance 21-525 includes the following provisions from the model ordinance:

1. Creates a defense to eviction for rental debt accrued due to pandemic-related hardship.
2. Creates a defense to eviction if a tenant has a rental assistance application in process.
3. Bans late fees for rent that became due during the pandemic.
4. Requires landlords to certify that they have attempted to obtain rental assistance before filing for eviction due to unpaid rent accrued during the pandemic.

Ordinance 21-525 is based on the model ordinance presented to Council 5/24/21 (Attachment #6). Attachment #9 is a “redline” version of Ordinance 21-0525 which shows which sections of the model ordinance were changed. For example, Section 4 “Extension of Moratorium on Evictions” from the model ordinance, is not included as this is addressed in Public Health Emergency Rule 20-03.6 and Section 5 “Early Termination of Rental Agreements” from the model ordinance is not included as this generally relates to the landlord and tenant agreement and does not directly relate to the Covid-19 pandemic.

In the Background Section below, there is a comparison of recent state legislation (Attachments #3 and #4) and the model ordinance presented to Council 5/24/21 (Attachment #6).

Background: At the 4/19/21 Council meeting, Council asked staff to bring back information on the following three topics regarding residential tenant renter protections related to impacts from Covid-19, following expiration of the residential tenant eviction moratorium 6/30/21.

1. Payment plan for residential tenants for a certain period after the eviction moratorium ends.
2. Eviction defense if tenants can show their eviction is due to the Covid-19 pandemic.
3. How to direct landlords and tenants to available rental assistance resources

At the 5/24/21 Council meeting Katie Wilson, General Secretary with the Transit Riders Union (<https://transitriders.org>), Edmund Witter, the managing attorney with the King County Bar Association which runs the Housing Justice Project (www.kcba.org) and Brett Waller, Director of Government Affairs with the Washington Multi-Family Housing Association (<https://www.wmfha.org>) attended the meeting as panelists to give their perspectives on recent state legislation (see Attachments #3, #4, and #5) regarding tenant protections

related to Covid-19 and also the proposed model ordinance regarding tenant protections (see Attachment #6).

Residential Tenant Eviction Moratorium: A federal judge recently vacated a nationwide eviction moratorium (extended in February through June 30) that had been put in place by the Centers for Disease Control and Prevention (CDC) to help tenants who had fallen behind on rent during the coronavirus pandemic. Housing Advocates have called on the Department of Justice to appeal the ruling. New York recently extended its moratorium on evictions and foreclosures through August, and it is unclear how the federal ruling will impact moratoria legislation at the state level.

The Governor's moratorium on residential tenant evictions (Proclamation 20.19.6) is scheduled to end on 6/30/21. The recent state legislation E2SSB5160 signed by the Governor on 4/22/21 includes a statement about the moratorium end date. The duration of the City's moratorium on residential tenant evictions (see Attachment #7 and #8) was extended in July 2020 to be consistent with the Governor's moratorium including future extensions. The City's moratorium on residential tenant evictions will therefore also end on 6/30/21, unless the state moratorium is extended by the Governor.

New State Legislation (E2SSB 5160) Providing Certain Tenant Protections During the Covid-19

Emergency: On 4/22/21 the Governor signed into law E2SSB 5160 (see Attachment #3) with a veto of Sections 12 and 13 eliminating landlord reimbursement claims (see Attachment #4). As stated in the legislation, the economic downturn due to Covid-19 has led to layoffs and reduced workhours. This has resulted in lost wages and economic hardship, disproportionately affecting low- and moderate-income workers who are then unable to pay for basic household expenses including rent. Inability to pay rent increases the likelihood of eviction.

Attachment #5 provides a summary of E2SSB 5160 provisions. The legislation provides residential tenant protections related to the Covid-19 public health emergency including:

1. Landlords must offer a reasonable repayment plan for unpaid rent accrued between March 1, 2020 and 6 months following expiration of the Governor's eviction moratorium, or the end of the public health emergency, whichever is greater.
2. It is a defense to an unlawful detainer action if the landlord did not offer the required reasonable repayment plan. Repayment plans may only cover rent and not late fees and cannot be conditioned on tenant's payment of costs or waiver of statutory rights.
3. Landlords cannot impose late fees or other charges for nonpayment of rent that became due between March 1, 2020 and 6 months following expiration of the Governor's evictions moratorium, or the end of the public health emergency, whichever is greater.
4. A landlord may not report to a prospective landlord a tenant's nonpayment of rent, or an unlawful detainer action resulting from nonpayment of rent. A prospective landlord may not take an adverse action based on a prospective tenant's nonpayment of rent.
5. A new Eviction Resolution Pilot Program (ERP) must be used to facilitate resolution of non-payment of rent cases between landlord and tenant. Landlords are required to notify tenant of opportunity to participate in ERP and must also send notice to local Dispute Resolution Center (DRC) serving the area where the property is located.
6. A landlord must secure a certification of participation with the ERP by the appropriate DRC before a court may hear an unlawful detainer action. It is a defense to an unlawful detainer action if a landlord does not provide the notice to the DRC.

7. Authority for courts to appoint attorneys to indigent tenants in any unlawful detainer proceedings. Indigent is defined as any person receiving assistance from certain public and medical benefits programs, or with an annual income after taxes at 200% or below the federally established poverty level.

The Governor vetoed two sections of E2SSB 5160 requiring the Dept. of Commerce to authorize landlords an opportunity to apply for certain state rental assistance programs and removed appropriations for such rental assistance programs.

Draft Model Ordinance Prepared by the Transit Riders Union and Housing Justice Project: According to the Transit Riders Union and Housing Justice Project the recent state legislation does not create a sufficient “glide path” after the eviction moratorium ends 6/30/21 for the following reasons.

1. Evictions may start as early as July 1, 2021 if the tenant is unable to enter a payment plan due to lack of income or other issues
2. Rental assistance is still not readily available for tenants seeking to apply and as a result tenants may be evicted due to lack of such assistance
3. Rental assistance to landlords is available from three sources yet landlords may not be aware of such programs.
 - o [Small Landlord Relief Program](#)
 - o Landlord Mitigation Program
 - o [King County Eviction Prevention and Rental Assistance Program](#)

Attachment #6 is the proposed model ordinance presented to Council 5/24/21, which identifies on page 1 that it does the following:

5. Creates a defense to eviction for rental debt accrued due to pandemic-related hardship.
6. Creates a defense to eviction if a tenant has a rental assistance application in process.
7. Bans late fees for rent that became due during the pandemic.
8. Requires landlords to certify that they have attempted to obtain rental assistance before filing for eviction due to unpaid rent accrued during the pandemic.
9. Extends a moratorium on residential evictions through September 30, 2021
10. Allows tenants who fall behind on rent due to the pandemic to terminate a tenancy early.

Staff notes that the model ordinance is similar to E2SSB 5160 in that they both i) prohibit charging late fees or other charges for nonpayment of rent accrued during the pandemic; and ii) require landlords to provide certain eviction notices/certifications to tenants.

E2SSB 5160 primarily differs in that it: i) requires landlords to offer reasonable payment plans; ii) provides a defense to unlawful detainer if a landlord does not offer a reasonable payment plan; iii) provides a defense to unlawful detainer if a landlord fails to provide notice to tenant, and DRC, about the ERP and DRC opportunity for alternative resolution procedures; iv) prohibits a court from hearing an unlawful detainer action if the landlord fails to secure certification of participation with the ERP by the appropriate DRC; v) precludes landlords from notifying prospective landlords of a tenant’s nonpayment of rent, and vi) precludes prospective landlords from taking adverse actions due to nonpayment of rent. Lastly, the new law authorizes the appointment of attorneys for indigent tenants.

The model ordinance primarily differs from E2SSB 5160 in that it: i) creates a defense to unlawful detainer if rent

accrued due to substantial reduction in income or substantial increase in expenses due to the pandemic; ii) creates a defense to unlawful detainer if a tenant has applied for rental assistance; iii) extends the eviction moratorium to September 30, 2021; iv) allows a tenant to terminate a lease early if they fall behind in rent due to the pandemic; and v) prohibits a landlord from collection activities for unpaid rent that became due to the pandemic unless the landlord has made good faith efforts to obtain rental assistance.

FISCAL CONSIDERATION: Staff time.

COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED: Council priority #4 respond to the pandemic

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 21-0525**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, RATIFYING AND ADOPTING THE
TEMPORARY MORATORIUM ON RESIDENTIAL
TENANT EVICTIONS ADOPTED UNDER COVID-19
PANDEMIC AND PUBLIC HEALTH EMERGENCY
RULE 20-03.6; ADOPTING ADDITIONAL TENANT
DEFENSES AND PROTECTIONS MADE NECESSARY
DUE TO THE COVID-19 PANDEMIC; PROVIDING FOR
SEVERABILITY; AND DECLARING AN EMERGENCY
WITH AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, the outbreak of the novel coronavirus (COVID-19), and its rapid progression in Washington state continues to threaten the life and health of its people as well as the economy of the state and local community, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed a State of Emergency due to COVID-19; and

WHEREAS, on March 5, 2020, the City Manager issued the *City of Kenmore Proclamation*, which proclaimed an emergency due to COVID-19, and also proclaimed that emergency operations under Chapter 8.30 of the Kenmore Municipal Code (KMC) and the utilization of emergency powers granted under RCW 38.52.070 were in effect, and the City Council ratified the same; and

WHEREAS, on March 11, 2020, the World Health Organization classified the global spread of COVID-19 as a pandemic, and urged all governments to take action now to stem the spread of the disease; and

WHEREAS, on March 18, 2020, the Governor issued Proclamation 20-19, which imposed a statewide moratorium on residential evictions, and which has been amended to extend the moratorium until June 30, 2021; and

WHEREAS, federal, state and local proclamations, recommendations and orders have the intended purpose of containing, mitigating and slowing the transmission of COVID-19, and include, among other things, social distancing measures, such as, limiting businesses, public events and recommending that individuals stay at home to reduce exposure to and transmission of COVID-19; and

WHEREAS, COVID-19 has severely impacted the local economy, resulting in thousands of employees working from home, the cancellation of numerous public events, significant

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reductions in tourism and demand at restaurants, coffee shops, and other local businesses, increased employee lay-offs, and reduction in work-hours; and

WHEREAS, the social distancing and self-isolation mitigation measure needed to slow the spread of COVID-19 resulted in continued reductions in employment and household income, thereby leaving large numbers of residential tenants unable to pay rent and increasing the risk of eviction; and

WHEREAS, the economic impacts of COVID-19 have increased the risk of residential tenant evictions due to loss of income and/or employment, however, residential evictions would undermine the containment and mitigation measures needed to reduce the transmission of COVID-19; and

WHEREAS, residential tenant evictions would negate the ability of tenants to self-isolate, would increase their risk of contracting and/or spreading COVID-19, and would put them, and high-risk individuals (older adults and individuals with underlying medical conditions), at greater risk from COVID-19; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution vests the City of Kenmore with broad police powers to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”, including during public health emergencies and disasters; and

WHEREAS, RCW 38.52.070 establishes emergency and disaster response powers, and authorizes the City to, among other things, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster; and

WHEREAS, pursuant to such authority and Chap. 8.30 KMC, the City Manager issued and executed Proclamation 20-03, as amended by Proclamations 20-03.1-3.5, establishing a temporary moratorium on residential tenant evictions, with certain exemptions (“Residential Eviction Moratorium”), which the City Council ratified and adopted; and

WHEREAS, the COVID-19 pandemic has caused a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of the workforce due to substantial reductions in business activity impacting commercial sectors that support the State’s economic vitality; and

WHEREAS, many people in the workforce have been and continue to be impacted by layoffs and/or substantially reduced work hours, and are suffering economic hardship that has disproportionately affected low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of the workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a

significant percentage of people from the COVID-19 pandemic; and

WHEREAS, as of June 2, 2021, the CDC's "COVID Data Tracker" identifies that 592,232 Americans have died from COVID-19, with an additional 111,729 national cases in the last seven days, and in Washington, there have been 436,984 cases, with an additional 6,869 cases in the last seven days; and

WHEREAS, information from the Washington State Attorney General's Office identifies that because of the pandemic more than 1.6 million Washingtonians have filed unemployment claims and more than 180,000 have lost their jobs, and that the State has experienced the worst economic crisis since the Great Depression; and

WHEREAS, the King County Council adopted Ordinance 19118, which identifies that census data shows that more than "124,000 low-income households in King County are severely cost burdened. Of these, 88 percent, or 109,700 households, earn 50 percent or less of area median income, meaning the county's poorest residents struggle most with housing costs" and that "communities of color and renters are disproportionately likely to be severely cost burdened, paying more than half of their income toward housing costs"; and

WHEREAS, only 57% of renters can afford a \$400 unexpected expense based on the Board of Governors of the Federal Reserve System's "Report on the Economic Well-Being of U.S. Households in 2019, Featuring Supplemental Data from April 2020"; and

WHEREAS, pursuant to provisions of the Washington state Residential Landlord-Tenant Act, Chapter 59.18 RCW, an owner may not evict residential tenants without a court order, which under RCW 59.18.380 may be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction. Providing additional defenses to eviction for certain causes resulting from the COVID-19 pandemic is necessary to protect public health, to support stable housing, decrease the likelihood that individuals and families will fall into homelessness and decrease exposure while the COVID-19 emergency exists; and

WHEREAS, in April 2021, the Washington state Legislature adopted Engrossed Second Senate Bill 5160 ("E2SSB 5160"), finding that the COVID-19 pandemic has led to unprecedented layoffs and reduced work hours for a significant percentage of the workforce, which has also disproportionately affected low and moderate-income workers resulting in lost wages and the inability to pay for basic household expenses, including rent. Accordingly, the Legislature established certain tenant protections and defenses, among other things, when it adopted E2SSB 5160; and

WHEREAS, the City Council finds that the COVID-19 emergency has not ended and the continued ability to self-isolate at home during this continued COVID-19 emergency is critical to containing, mitigating and reducing the transmission of COVID-19, and that residential tenant evictions severely undermine state and local emergency COVID-19 response efforts; and

WHEREAS, the City Council finds that extending the Residential Eviction Moratorium

will reduce economic hardship, housing instability, and related life, health, and safety risks to those members of our workforce impacted by COVID-19 layoffs and substantially reduced work hours, or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, the City Council finds that maintaining stable housing is a public health and economic imperative in the face of the ongoing COVID-19 pandemic, and that evictions during the pandemic could lead to increased homeless populations and crowding in shelters; and

WHEREAS, the City Council desires to avoid a large increase in evictions and homelessness due to the impacts of the COVID-19 pandemic, and finds it necessary to adopt and ratify the moratorium extension adopted under Emergency Rule 20-03.6, and to provide additional tenant protections and eviction defenses to households that have faced loss of income due to the Covid-19 pandemic;

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

Section 1. Incorporation of Recitals - Findings.

- A. The recitals set forth above are adopted and incorporated herein as if set forth in full as findings in support of this Ordinance.
- B. The recitals set forth in COVID-19 Pandemic and Public Health Emergency Rule 20-03.6, attached as Attachment 1, and incorporated by reference as if set forth in full, are adopted as findings in support for this Ordinance.

Section 2. Ratification & Adoption of Temporary Moratorium on Residential Evictions.

- A. The City Council hereby ratifies, confirms, and adopts the temporary moratorium on residential tenant evictions, and its extension through September 30, 2021, as set forth in Attachment 1, COVID-19 Pandemic and Public Health Emergency Rule 20-03.6.
- B. Any and all acts undertaken by City departments and staff consistent with Attachment 1 are ratified and authorized until such time as such proclamation has been rescinded or otherwise terminated by the City Manager or City Council.

Section 3. Tenant protections and eviction defenses due to COVID-19 pandemic.

- A. In any action for unlawful detainer due to nonpayment of rent, it shall be a defense that the unpaid rent became due during the public health emergency and was unpaid because of a substantial reduction in household income or substantial increase in expenses resulting from the Coronavirus (COVID-19) pandemic. This includes, but is

not limited to, where, as a result of the COVID-19 pandemic, the tenant suffered a loss of employment or a reduction in hours, was unable to work because their children were out of school, was unable to work because they were sick with COVID-19 or caring for a household or family member who was sick with COVID-19, they were complying with a recommendation from a government agency to self-quarantine, including to avoid risk of medical complications to themselves or others, or they incurred substantial out of pocket medical expenses due to COVID-19. Any notice served on a residential tenant demanding rent that became due during the public health emergency shall include the following statement in bold underlined 12- point type: **“You may not be evicted for rent that became due during the public health emergency if the rent was unpaid because of a substantial reduction in household income or a substantial increase in expenses related to the Coronavirus pandemic. This does not relieve you of the obligation to pay back rent in the future.”** Nothing in this subsection shall relieve the tenant of liability for the unpaid rent.

B. In any action for unlawful detainer due to nonpayment of rent, it shall be a defense to eviction that the tenant has applied for rental assistance to cover the balance owed and is waiting for a final approval or processing of the payment. If the tenant’s application for rental assistance has been denied, the tenant may defend against the eviction if the tenant can demonstrate by preponderance of the evidence that the application was wrongfully denied and the tenant is seeking to have it reviewed by the appropriate agency.

C. When considering whether to apply the defenses to eviction established in Sections 3 and 5 of this Ordinance, and fashioning any remedy, the court should balance the equities of the parties and consider material impacts to the owner as well as to the tenant. It is not the intent of this ordinance to limit a court in weighing all legal and equitable defenses in unlawful detainer cases that include the defense to eviction provided herein. It is further understood that a court will consider the totality of circumstances in determining liability in an unlawful detainer action.

Section 4. Late Fees and Other Charges Prohibited. Consistent with Engrossed Second Substitute Senate Bill 5160, a landlord shall not charge or impose any late fees or other charges against any tenant for the nonpayment of rent that became due between March 1, 2020, and six months following the expiration of the Governor’s eviction moratorium, as defined in Section 2 of E2SSB 5160.

Section 5. Landlord Certification of Rental Assistance Programs Required.

A. Landlords are prohibited from seeking or enforcing, or threatening to seek or enforce, any collection activity against a tenant for any unpaid rent that became due during the public health emergency, unless the landlord has made good faith efforts to obtain rental

assistance through any available resources, including the Landlord Mitigation Fund under RCW 43.31.605, the Limited Landlord Relief Program operated by the Washington State Department of Commerce, the King County Eviction Prevention and Rental Assistance Program, or any other resources provided by federal, state, or local government.

- B. For the duration of the public health emergency, prior to issuing any eviction notice to evict the tenant for rent owed, the landlord shall serve along with the eviction or termination of tenancy notice a certification form indicating the landlord has applied for such programs and has been denied access to available programs for reasons outside the landlord's control, the landlord is ineligible for such programs, or was denied the rental assistance. The certification form shall substantially comply with the following form:

LANDLORD'S CERTIFICATION

I, the landlord, certify under penalty of perjury that I have accessed or attempted to access the following programs but was either denied or am not eligible.

Landlord Mitigation Fund under RCW 43.31.605

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Limited Landlord Relief Program operated by the Washington State Department of Commerce

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

King County Eviction Prevention and Rental Assistance Program

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Other program: _____

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Signed on _____, 202_ in _____, ____ by:

Landlord/Landlord's Agent

- C. Failure to provide a certification in conformity with this section or to make good faith efforts to access rental assistance programs shall be a defense to an eviction under RCW 59.12.030(3).
- D. For purposes of this Section 5, “collection activity” includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means.

Section 6. **Definitions.** For purposes of this Ordinance, the following definitions shall apply:

- A. “Public health emergency” shall be defined as set forth in Section 2 of E2SSB which refers to the Governor of the State of Washington’s Proclamation 20-05, proclaiming a state of emergency for all counties throughout Washington State on February 29, 2020 and any subsequent orders extending or amending such Civil Emergency due to COVID-19 until the proclamation expires or is terminated by the Governor of the State of Washington.
- B. “Landlord” shall have the same definition as defined in RCW 59.18.030(15) and RCW 59.20.030(6).
- C. “Rent” shall have the same definition as RCW 59.18.030(28).

D. “Tenant” shall mean any person renting a dwelling unit or lot primarily for living or dwelling purposes, including any person with a tenancy subject to RCW 59.18 and RCW 59.20.

Section 7. **Severability.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances shall not be affected and shall be in full force and effect.

Section 8 **Emergency declared – effective immediately.** The City Council finds and declares that an emergency exists for the reasons stated herein and that this ordinance is necessary for the immediate preservation of public peace, health, or safety, and shall take effect immediately.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
___ DAY OF _____, 2021.

CITY OF KENMORE

David Baker, Mayor

ATTEST/AUTHENTICATED:

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

Filed with the City Clerk: _____, 2021
Passed by the City Council: _____, 2021
Ordinance No. _____
Date of Publication: _____, 2021
Effective Date: _____, 2021

City of Kenmore

Proclamation & Issuance of Emergency Rule 20-03.6: Amending Temporary Moratorium on Residential Tenant Evictions

WHEREAS, the outbreak of the novel coronavirus (COVID-19), and its rapid progression in Washington state continues to threaten the life and health of its people as well as the economy of the state, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed a State of Emergency due to COVID-19; and

WHEREAS, on March 5, 2020, the City Manager issued the *City of Kenmore Proclamation*, which proclaimed an emergency due to COVID-19, and also proclaimed that emergency operations under Chapter 8.30 of the Kenmore Municipal Code (KMC) and the utilization of emergency powers granted under RCW 38.52.070 were in effect, and the City Council ratified the same; and

WHEREAS, on March 11, 2020, the World Health Organization classified the global spread of COVID-19 as a pandemic, and urged all governments to take action now to stem the spread of the disease; and

WHEREAS, on March 18, 2020, the Governor issued Proclamation 20-19, which imposed a statewide moratorium on residential evictions, and which has been amended to extend the moratorium until June 30, 2021; and

WHEREAS, federal, state and local proclamations, recommendations and orders have the intended purpose of containing, mitigating and slowing the transmission of COVID-19, and include, among other things, social distancing measures, such as, limiting businesses, public events and recommending that individuals stay at home to reduce exposure to and transmission of COVID-19; and

WHEREAS, COVID-19 has severely impacted the local economy, resulting in thousands of employees working from home, the cancellation of numerous public events, significant reductions in tourism and demand at restaurants, coffee shops, and other local businesses, increased employee lay-offs, and reduction in work-hours; and

WHEREAS, the social distancing and self-isolation mitigation measure needed to slow the spread of COVID-19 resulted in continued reductions in employment and household income, thereby leaving large numbers of residential tenants unable to pay rent and increasing the risk of eviction; and

WHEREAS, the economic impacts of COVID-19 have increased the risk of residential tenant evictions due to loss of income and/or employment, however, residential evictions would

undermine the containment and mitigation measures needed to reduce the transmission of COVID-19; and

WHEREAS, residential tenant evictions would negate the ability of tenants to self-isolate, would increase their risk of contracting and/or spreading COVID-19, and would put them, and high-risk individuals (older adults and individuals with underlying medical conditions), at greater risk from COVID-19; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution vests the City of Kenmore with broad police powers to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”, including during public health emergencies and disasters; and

WHEREAS, RCW 38.52.070 establishes emergency and disaster response powers, and authorizes the City to, among other things, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster; and

WHEREAS, pursuant to KMC 8.30.060.A, the City Manager has the authority to “make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster”; and

WHEREAS, pursuant to such authority, the City Manager issued and executed Proclamation 20-03, as amended by Proclamations 20-03.1-3.5, establishing a temporary moratorium on residential tenant evictions, with certain exemptions (“Residential Eviction Moratorium”), which the City Council ratified and adopted; and

WHEREAS, the COVID-19 pandemic has caused a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of the workforce due to substantial reductions in business activity impacting commercial sectors that support the State’s economic vitality; and

WHEREAS, many people in the workforce have been and continue to be impacted by layoffs and/or substantially reduced work hours, and are suffering economic hardship that has disproportionately affected low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of the workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a significant percentage of the people from the COVID-19 pandemic; and

WHEREAS, as of June 2, 2021, the CDC’s “COVID Data Tracker” identifies that 592,232 Americans have died from COVID-19, with an additional 111,729 national cases in the last seven days, and in Washington, there have been 436,984 cases, with an additional 6,869 cases in the last seven days; and

WHEREAS, information from the Washington State Attorney General's Office identifies that because of the pandemic more than 1.6 million Washingtonians have filed unemployment claims and more than 180,000 have lost their jobs, and that the State has experienced the worst economic crisis since the Great Depression; and

WHEREAS, in King County, people of color have been disproportionately impacted by the economic shutdown, with some groups experiencing unemployment rates at 39% in King County; and

WHEREAS, only 57% of renters can afford a \$400 unexpected expense based on the Board of Governors of the Federal Reserve System's "Report on the Economic Well-Being of U.S. Households in 2019, Featuring Supplemental Data from April 2020"; and

WHEREAS, the City Manager finds that the COVID-19 emergency has not ended and the continued ability to self-isolate at home during this continued COVID-19 emergency is critical to containing, mitigating and reducing the transmission of COVID-19, and that residential tenant evictions severely undermine state and local emergency COVID-19 response efforts; and

WHEREAS, the City Manager finds that extending the Residential Eviction Moratorium will reduce economic hardship, housing instability, and related life, health, and safety risks to those members of our workforce impacted by COVID-19 layoffs and substantially reduced work hours, or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, the City Manager finds that maintaining stable housing is a public health and economic imperative in the face of the ongoing COVID-19 pandemic, and that evictions during the pandemic could lead to increased homeless populations and crowding in shelters; and

WHEREAS, the City Manager finds it necessary to give residential tenants and landlords the time necessary to apply for and receive federal, state and local COVID-19 relief funds for rental assistance, and accordingly, also finds it necessary to extend the Kenmore Residential Eviction Moratorium through September 30, 2021;

NOW, THEREFORE, THE CITY MANAGER OF THE CITY OF KENMORE, WASHINGTON, HEREBY PROCLAIMS, MAKES, ISSUES AND ADOPTS AN EMERGENCY COVID-19 RULE AS FOLLOWS:

1. Recitals. The recitals set forth above, which are incorporated herein by reference, are adopted as findings in support of the adoption of this proclamation and emergency rule.
2. Adoption COVID-19 Pandemic and Public Health Emergency Rule 20-03.6 - Extending Temporary Moratorium on Residential Tenant Evictions: The City Manager of the City of Kenmore adopts the "Covid-19 Pandemic and Public Health Emergency Rule 20-03.6", as set forth in Exhibit 1, attached hereto and incorporated by reference, which amends Emergency Rule 20-03 (as amended by Emergency

Rules 20-03.1, 20-03.2, 20-03.3, 20-03.4, and 20-03.5).

3. Effective date & Duration. This proclamation and emergency rule shall be in full force and effect upon signature of the City Manager and its duration shall extend and be consistent with the attached Emergency Rule 20-03.6. The emergency rule shall be ratified by the City Council at the earliest practicable time.

Dated this ____ day of _____, 2021.

Signed _____
Rob Karlinsey, City Manager

Attested _____
Anastasiya Warhol, City Clerk
Date _____



Exhibit 1
COVID-19 Pandemic and Public Health Emergency Rule 20-03.6
Extending Temporary Moratorium on Residential Tenant Evictions

1. PURPOSE:

A. The purpose of this Rule is to protect the health and safety of persons, provide emergency assistance to the victims of the COVID 19 emergency and establish procedures relating to mitigation of the pandemic illness and public health emergency currently taking place, which pose a continuing risk to the health and safety of staff and the community at large.

B. The purpose of this Rule is also to implement a containment and mitigation tool for the protection of the Kenmore community, by imposing a temporary moratorium on residential tenant evictions, and therefore reducing exposure to and transmission of COVID-19.

2. SCOPE: The temporary moratorium imposed under this Rule applies to all tenant evictions from residential dwelling units within the City's boundaries.

3. DEFINITIONS:

A. "City" means the City of Kenmore.

B. "Eviction" or "evictions" mean any and all acts or conduct taken by a landlord or owner to expel or cause a tenant to vacate a residential dwelling unit within the City.

C. "Landlord" means the owner, lessor, or sub-lessor of a residential dwelling unit or property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor, but not limited to an agent, a resident manager, or designated property manager.

D. "Moratorium" means the prohibition, delay and/or suspension of an activity.

E. "Owner" means one or more persons, jointly or severally, in whom is vested: a) all or any part of the legal title to property containing a residential dwelling unit; or b) all or part of the beneficial ownership, and a right to present use and enjoyment of the property containing a residential dwelling unit.

- F. "Rental Agreement" means all agreements which establish or modify terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a residential dwelling unit.
- G. "Rental Premises" means a residential 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.
- H. "Residential Dwelling Unit" means a residential structure or that part of a residential 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 or manufactured homes.
- I. "Tenant" means any person who is entitled to occupy a residential dwelling unit primarily for living and dwelling purposes under a rental agreement, including but not limited to any person with a tenancy subject to Chapter 59.18 RCW and Chapter 59.20 RCW.

4. REFERENCES:

- A. Art. XI, Sec. 11 of the Washington State Constitution
- B. Chapter 7.05 RCW – Local Health Departments
- C. Chapter 7.08 RCW – Combined City-County Health Departments
- D. Chapter 70.26 RCW – Pandemic Influenza Preparedness
- E. RCW 38.52.070 – Emergency Powers
- F. Chapter 8.30 KMC – Emergency Operations Plan
- G. City of Kenmore Comprehensive Emergency Management Plan
- H. Washington Department of Health: doh.wa.gov
- I. Public Health – Seattle & King County: www.kingcounty.gov/depts/health.aspx
- J. *City of Kenmore Proclamation*, dated March 5, 2020
- K. *Proclamation By The Governor Amending Proclamations 20-05, 20-06 And 20-07, 20-08*, dated March 11, 2020
- L. *Proclamation By The Governor 20-05 - 20-19*, dated March 18, 2020;
- M. *Proclamation by the Governor 20-05, 20-19.* ~~19.6~~, dated March 18, April 16, 2021
- N. Public Health – Seattle & King County, *Local Health Officer Order*, dated March 11, 2020
- O. *CDC's Recommendations for the next 30 days of Mitigation Strategies for Seattle-King, Pierce, and Snohomish Counties based on current situation with widespread COVID-19 transmission and affected health care facilities*, dated March 11, 2020
- P. *CDC's "Covid Data Tracker"*

5. EMERGENCY RULE - TEMPORARY MORATORIUM IMPOSED:

- A. There is hereby adopted and imposed a temporary moratorium on all tenant evictions of residential dwelling units within the City by landlords and/or owners of said residential dwelling units for the time period set forth in Section 7 of this Rule.
- B. A landlord or owner of a residential housing unit is prohibited from serving or enforcing, or threatening to serve or enforce, shall not issue a any notice requiring

a tenant to vacate any residential dwelling unit, including but not limited to an eviction notice, notice to pay or vacate, notice of unlawful detainer, notice of termination of rental, or notice to comply or vacate. This prohibition applies to tenancies or other housing arrangements that have expired or that will expire during the effective period of this emergency rule. or initiate an eviction action or otherwise act to evict a tenant during this temporary moratorium. Further, no late fees or other charges due to late payment of rent shall accrue during the moratorium.

- C. For any pending residential tenant eviction, it shall be a defense that the eviction of the tenant would occur during this moratorium. Given the continued public health emergency and public safety issues, a court may grant a continuance for future hearing date in order for the eviction action to be heard after the moratorium. When considering whether to apply the defense to eviction afforded in this subsection C and fashioning any remedy, the court should balance the equities of the parties and consider material impacts to the owner as well as to the tenant. It is not the intent of this emergency rule to limit a court in weighing all legal and equitable defenses in unlawful detainer cases that include the defense to eviction provided herein. It is further understood that a court will consider the totality of circumstances in determining liability in an unlawful detainer action.

6. EXCEPTION TO MORATORIUM: The temporary moratorium imposed under Section 5 of this Rule shall not apply to: (a) evictions relating to the protection of life and safety, including, but not limited to circumstances where action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the tenant, including but not limited when a tenant threatens another tenant or other person(s) with a firearm or other deadly weapon, or some other unlawful use of a firearm or other deadly weapon on the rental premises, or for physically assaulting or placing another person in immediate physical danger on the rental premises; (b) evictions issued for waste, nuisance or commission of a crime on the rental premises; or (c) upon the property owner providing at least 60 days' written notice of intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property. The landlord, property owner or property manager shall attach an affidavit to the eviction or termination of tenancy notice attesting that the action is necessary to respond to one of the exemptions authorized in this Section 6. The required affidavit shall be signed under penalty of perjury.

7. DURATION: The temporary moratorium imposed in Section 5 of this Rule shall be in full force and effect upon signature of the City Manager, and ratification by the City Council, and its duration shall extend until 11:59 p.m. on September 30, 2021, and be consistent with all future extensions of the Governor's Proclamation 20-19. Provided, however, The City Manager shall have the authority, in his discretion, to extend the temporary moratorium for additional time periods based on public health necessity.

Dated this ___ day of _____, 2021:

Signed _____
Rob Karlinsey, City Manager

Attested _____
Anastasiya Warhol, City Clerk

CERTIFICATION OF ENROLLMENT

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5160

Chapter 115, Laws of 2021
(partial veto)

67th Legislature
2021 Regular Session

LANDLORD-TENANT RELATIONS

EFFECTIVE DATE: April 22, 2021

Passed by the Senate April 19, 2021
Yeas 27 Nays 22

DENNY HECK

President of the Senate

Passed by the House April 8, 2021
Yeas 72 Nays 26

LAURIE JINKINS

**Speaker of the House of
Representatives**

Approved April 22, 2021 3:37 PM with
the exception of sections 12 and 13,
which are vetoed.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of
the Senate of the State of
Washington, do hereby certify that
the attached is **ENGROSSED SECOND
SUBSTITUTE SENATE BILL 5160** as
passed by the Senate and the House
of Representatives on the dates
hereon set forth.

BRAD HENDRICKSON

Secretary

FILED

April 22, 2021

**Secretary of State
State of Washington**

ENGROSSED SECOND SUBSTITUTE SENATE BILL 5160

AS AMENDED BY THE HOUSE

Passed Legislature - 2021 Regular Session

State of Washington

67th Legislature

2021 Regular Session

By Senate Ways & Means (originally sponsored by Senators Kuderer, Llias, Conway, Das, Lovelett, Saldaña, and Wilson, C.)

READ FIRST TIME 02/22/21.

1 AN ACT Relating to addressing landlord-tenant relations by
2 providing certain tenant protections during the public health
3 emergency, providing for legal representation in eviction cases,
4 establishing an eviction resolution pilot program for nonpayment of
5 rent cases, and authorizing landlord access to certain rental
6 assistance programs; amending RCW 43.31.615, 59.18.057, 59.18.365,
7 59.12.040, 59.20.040, and 59.18.410; reenacting and amending RCW
8 43.31.605 and 59.18.230; adding new sections to chapter 59.18 RCW;
9 adding a new section to chapter 2.53 RCW; adding a new section to
10 chapter 43.185C RCW; creating new sections; repealing RCW 59.18.375;
11 prescribing penalties; making an appropriation; providing expiration
12 dates; and declaring an emergency.

13 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

14 NEW SECTION. **Sec. 1.** The legislature finds that the COVID-19
15 pandemic is causing a sustained global economic slowdown, and an
16 economic downturn throughout Washington state with unprecedented
17 numbers of layoffs and reduced work hours for a significant
18 percentage of our workforce. Many of the state's workforce has been
19 impacted by these layoffs and substantially reduced work hours and
20 have suffered economic hardship, disproportionately affecting low and
21 moderate-income workers resulting in lost wages and the inability to

1 pay for basic household expenses, including rent. Hundreds of
 2 thousands of tenants in Washington are unable to consistently pay
 3 their rent, reflecting the continued financial precariousness of many
 4 renters in the state. Before the COVID-19 pandemic, nonpayment of
 5 rent was the leading cause of evictions within the state. Because the
 6 COVID-19 pandemic has led to an inability for tenants to consistently
 7 pay rent, the likelihood of evictions has increased, as well as life,
 8 health, and safety risks to a significant percentage of the state's
 9 tenants. As a result, the governor has issued a temporary moratorium
 10 on evictions as of March 2020, with multiple extensions and other
 11 related actions, to reduce housing instability and enable tenants to
 12 stay in their homes.

13 Therefore, it is the intent of the legislature with this act to
 14 increase tenant protections during the public health emergency,
 15 provide legal representation for qualifying tenants in eviction
 16 cases, establish an eviction resolution pilot program to address
 17 nonpayment of rent eviction cases before any court filing, and ensure
 18 tenants and landlords have adequate opportunities to access state and
 19 local rental assistance programs to reimburse landlords for unpaid
 20 rent and preserve tenancies.

21 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18
 22 RCW to read as follows:

23 The definitions in this section apply to sections 3 and 4 of this
 24 act unless the context clearly requires otherwise.

25 (1) "Dwelling unit" has the same meaning as defined in RCW
 26 59.18.030, and includes a manufactured/mobile home or a mobile home
 27 lot as defined in RCW 59.20.030.

28 (2) "Eviction moratorium" refers to the governor of the state of
 29 Washington's proclamation 20-19.6, proclaiming a moratorium on
 30 certain evictions for all counties throughout Washington state on
 31 March 18, 2021.

32 (3) "Landlord" has the same meaning as defined in RCW 59.18.030
 33 and 59.20.030.

34 (4) "Prospective landlord" has the same meaning as defined in RCW
 35 59.18.030.

36 (5) "Public health emergency" refers to the governor of the state
 37 of Washington's proclamation 20-05, proclaiming a state of emergency
 38 for all counties throughout Washington state on February 29, 2020,
 39 and any subsequent orders extending or amending such proclamation due

to COVID-19 until the proclamation expires or is terminated by the governor of the state of Washington.

(6) "Rent" has the same meaning as defined in RCW 59.18.030.

(7) "Tenant" refers to any individual renting a dwelling unit or lot primarily for living purposes, including any individual with a tenancy subject to this chapter or chapter 59.20 RCW or any individual residing in transient lodging, such as a hotel or motel or camping area as their primary dwelling, for 30 days or more prior to March 1, 2020. "Tenant" does not include any individual residing in a hotel or motel or camping area as their primary dwelling for more than 30 days after March 1, 2020, if the hotel or motel or camping area has provided the individual with a seven-day eviction notice, which must include the following language: "For no-cost legal assistance, please call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional resource information at <http://www.washingtonlawhelp.org>." "Tenant" also does not include occupants of homeless mitigation sites or a person entering onto land without permission of the landowner or lessor. For purposes of this subsection, any local government provision of solid waste or hygiene services to unsanctioned encampments does not constitute permission to occupy land.

TENANT PROTECTIONS

NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18 RCW to read as follows:

(1) A landlord may not charge or impose any late fees or other charges against any tenant for the nonpayment of rent that became due between March 1, 2020, and six months following the expiration of the eviction moratorium.

(2) For rent that accrued between March 1, 2020, and the six months following the expiration of the eviction moratorium expiration date:

(a) A landlord may not report to a prospective landlord:

(i) A tenant's nonpayment of rent that accrued between March 1, 2020, and the six months following the expiration of the eviction moratorium; or

(ii) An unlawful detainer action pursuant to RCW 59.12.030(3) that resulted from a tenant's nonpayment of rent between March 1, 2020, and the six months following the expiration of the eviction moratorium.

(b) A prospective landlord may not take an adverse action based on a prospective tenant's nonpayment of rent that occurred between March 1, 2020, and the six months following the expiration of the eviction moratorium.

(3)(a) A landlord or prospective landlord may not deny, discourage application for, or otherwise make unavailable any rental dwelling unit based on a tenant's or prospective tenant's medical history including, but not limited to, the tenant's or prospective tenant's prior or current exposure or infection to the COVID-19 virus.

(b) A landlord or prospective landlord may not inquire about, consider, or require disclosure of a tenant's or prospective tenant's medical records or history, unless such disclosure is necessary to evaluate a reasonable accommodation request or reasonable modification request under RCW 49.60.222.

(4) A landlord or prospective landlord in violation of this section is liable in a civil action for up to two and one-half times the monthly rent of the real property at issue, as well as court costs and reasonable attorneys' fees. A court must impose this penalty in an amount necessary to deter future violations, payable to the tenant bringing the action.

REPAYMENT PLANS

NEW SECTION. **Sec. 4.** A new section is added to chapter 59.18 RCW to read as follows:

(1) The eviction moratorium instituted by the governor of the state of Washington's proclamation 20-19.6 shall end on June 30, 2021.

(2) If a tenant has remaining unpaid rent that accrued between March 1, 2020, and six months following the expiration of the eviction moratorium or the end of the public health emergency, whichever is greater, the landlord must offer the tenant a reasonable schedule for repayment of the unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charges during the period of accrued debt. If a tenant fails to accept the

1 terms of a reasonable repayment plan within 14 days of the landlord's
 2 offer, the landlord may proceed with an unlawful detainer action as
 3 set forth in RCW 59.12.030(3) but subject to any requirements under
 4 the eviction resolution pilot program established under section 7 of
 5 this act. If the tenant defaults on any rent owed under a repayment
 6 plan, the landlord may apply for reimbursement from the landlord
 7 mitigation program as authorized under RCW 43.31.605(1)(d) or proceed
 8 with an unlawful detainer action as set forth in RCW 59.12.030(3) but
 9 subject to any requirements under the eviction resolution pilot
 10 program established under section 7 of this act. The court must
 11 consider the tenant's circumstances, including decreased income or
 12 increased expenses due to COVID-19, and the repayment plan terms
 13 offered during any unlawful detainer proceeding.

14 (3) Any repayment plan entered into under this section must:

15 (a) Not require payment until 30 days after the repayment plan is
 16 offered to the tenant;

17 (b) Cover rent only and not any late fees, attorneys' fees, or
 18 any other fees and charges;

19 (c) Allow for payments from any source of income as defined in
 20 RCW 59.18.255(5) or from pledges by nonprofit organizations,
 21 churches, religious institutions, or governmental entities; and

22 (d) Not include provisions or be conditioned on: The tenant's
 23 compliance with the rental agreement, payment of attorneys' fees,
 24 court costs, or other costs related to litigation if the tenant
 25 defaults on the rental agreement; a requirement that the tenant apply
 26 for governmental benefits or provide proof of receipt of governmental
 27 benefits; or the tenant's waiver of any rights to a notice under RCW
 28 59.12.030 or related provisions before a writ of restitution is
 29 issued.

30 (4) It is a defense to an eviction under RCW 59.12.030(3) that a
 31 landlord did not offer a repayment plan in conformity with this
 32 section.

33 (5) To the extent available funds exist for rental assistance
 34 from a federal, state, local, private, or nonprofit program, the
 35 tenant or landlord may continue to seek rental assistance to reduce
 36 and/or eliminate the unpaid rent balance.

37 **Sec. 5.** RCW 43.31.605 and 2020 c 315 s 8 and 2020 c 169 s 2 are
 38 each reenacted and amended to read as follows:

(1)(a) Subject to the availability of funds for this purpose, the landlord mitigation program is created and administered by the department. The department shall have such rule-making authority as the department deems necessary to administer the program.

(b) The following types of claims related to landlord mitigation for renting private market rental units to low-income tenants using a housing subsidy program are eligible for reimbursement from the landlord mitigation program account:

(i) Up to one thousand dollars for improvements identified in RCW 59.18.255(1)(a). In order to be eligible for reimbursement under this subsection (1)(b)(i), the landlord must pay for the first five hundred dollars for improvements, and rent to the tenant whose housing subsidy program was conditioned on the real property passing inspection. Reimbursement under this subsection (1)(b)(i) may also include up to fourteen days of lost rental income from the date of offer of housing to the applicant whose housing subsidy program was conditioned on the real property passing inspection until move in by that applicant;

(ii) Reimbursement for damages as reflected in a judgment obtained against the tenant through either an unlawful detainer proceeding, or through a civil action in a court of competent jurisdiction after a hearing;

(iii) Reimbursement for damages established pursuant to subsection (2) of this section; and

(iv) Reimbursement for unpaid rent and unpaid utilities, provided that the landlord can evidence it to the department's satisfaction.

(c) Claims related to landlord mitigation for an unpaid judgment for rent, unpaid judgments resulting from the tenant's failure to comply with an installment payment agreement identified in RCW 59.18.610, late fees, attorneys' fees, and costs after a court order pursuant to RCW 59.18.410(3), including any unpaid portion of the judgment after the tenant defaults on the payment plan pursuant to RCW 59.18.410(3)(c), are eligible for reimbursement from the landlord mitigation program account and are exempt from any postjudgment interest required under RCW 4.56.110. Any claim for reimbursement made pursuant to RCW 59.18.410(3)(e)(ii) must be accompanied by a court order staying the writ of restitution pursuant to RCW 59.18.410(3). Any claim for reimbursement under this subsection (1)(c) is not an entitlement.

(i) The department shall provide for a form on its website for tenants and landlords to apply for reimbursement funds for the landlord pursuant to this subsection (1)(c).

(ii) The form must include: (A) Space for the landlord and tenant to provide names, mailing addresses, phone numbers, date of birth for the tenant, and any other identifying information necessary for the department to process payment; (B) the landlord's statewide vendor identification number and how to obtain one; (C) name and address to whom payment must be made; (D) the amount of the judgment with instructions to include any other supporting documentation the department may need to process payment; (E) instructions for how the tenant is to reimburse the department under (c)(iii) of this subsection; (F) a description of the consequences if the tenant does not reimburse the department as provided in this subsection (1)(c); (G) a signature line for the landlord and tenant to confirm that they have read and understood the contents of the form and program; and (H) any other information necessary for the operation of the program. If the tenant has not signed the form after the landlord has made good faith efforts to obtain the tenant's signature, the landlord may solely submit the form but must attest to the amount of money owed and sign the form under penalty of perjury.

(iii) When a landlord has been reimbursed pursuant to this subsection (1)(c), the tenant for whom payment was made shall reimburse the department by depositing the amount disbursed from the landlord mitigation program account into the court registry of the superior court in which the judgment was entered. The tenant or other interested party may seek an ex parte order of the court under the unlawful detainer action to order such funds to be disbursed by the court. Upon entry of the order, the court clerk shall disburse the funds and include a case number with any payment issued to the department. If directed by the court, a clerk shall issue any payments made by a tenant to the department without further court order.

(iv) The department may deny an application made by a tenant who has failed to reimburse the department for prior payments issued pursuant to this subsection (1)(c).

(v) With any disbursement from the account to the landlord, the department shall notify the tenant at the address provided within the application that a disbursement has been made to the landlord on the tenant's behalf and that failure to reimburse the account for the

1 payment through the court registry may result in a denial of a future
2 application to the account pursuant to this subsection (1)(c). The
3 department may include any other additional information about how to
4 reimburse the account it deems necessary to fully inform the tenant.

5 (vi) The department's duties with respect to obtaining
6 reimbursement from the tenant to the account are limited to those
7 specified within this subsection (1)(c).

8 (vii) If at any time funds do not exist in the landlord
9 mitigation program account to reimburse claims submitted under this
10 subsection (1)(c), the department must create and maintain a waitlist
11 and distribute funds in the order the claims are received pursuant to
12 subsection (6) of this section. Payment of any claims on the waitlist
13 shall be made only from the landlord mitigation program account. The
14 department shall not be civilly or criminally liable and may not have
15 any penalty or cause of action of any nature arise against it
16 regarding the provision or lack of provision of funds for
17 reimbursement.

18 (d)(i) Claims related to landlord mitigation for:

19 (A) Up to \$15,000 in unpaid rent that accrued between March 1,
20 2020, and six months following the expiration of the eviction
21 moratorium and the tenant being low-income, limited resourced or
22 experiencing hardship, voluntarily vacated or abandoned the tenancy;
23 or

24 (B) Up to \$15,000 in remaining unpaid rent if a tenant defaults
25 on a repayment plan entered into under section 4 of this act are
26 eligible for reimbursement from the landlord mitigation program
27 account subject to the program requirements under this section,
28 provided the tenancy has not been terminated at the time of
29 reimbursement.

30 (ii) A landlord is ineligible for reimbursement under this
31 subsection (1)(d) where the tenant vacated the tenancy because of an
32 unlawful detainer action under RCW 59.12.030(3).

33 (iii) A landlord in receipt of reimbursement from the program
34 pursuant to this subsection (1)(d) is prohibited from:

35 (A) Taking legal action against the tenant for damages or any
36 remaining unpaid rent accrued between March 1, 2020, and six months
37 following the expiration of the eviction moratorium attributable to
38 the same tenancy; or

39 (B) Pursuing collection, or authorizing another entity to pursue
40 collection on the landlord's behalf, of a judgment against the tenant

1 for damages or any remaining unpaid rent accrued between March 1,
2 2020, and six months following the expiration of the eviction
3 moratorium attributable to the same tenancy.

4 (2) In order for a claim under subsection (1)(b)(iii) of this
5 section to be eligible for reimbursement from the landlord mitigation
6 program account, a landlord must:

7 (a) Have ensured that the rental property was inspected at the
8 commencement of the tenancy by both the tenant and the landlord or
9 landlord's agent and that a detailed written move-in property
10 inspection report, as required in RCW 59.18.260, was prepared and
11 signed by both the tenant and the landlord or landlord's agent;

12 (b) Make repairs and then apply for reimbursement to the
13 department;

14 (c) Submit a claim on a form to be determined by the department,
15 signed under penalty of perjury; and

16 (d) Submit to the department copies of the move-in property
17 inspection report specified in (a) of this subsection and supporting
18 materials including, but not limited to, before repair and after
19 repair photographs, videos, copies of repair receipts for labor and
20 materials, and such other documentation or information as the
21 department may request.

22 (3) The department shall make reasonable efforts to review a
23 claim within ten business days from the date it received properly
24 submitted and complete claims to the satisfaction of the department.
25 In reviewing a claim pursuant to subsection (1)(b) of this section,
26 and determining eligibility for reimbursement, the department must
27 receive documentation, acceptable to the department in its sole
28 discretion, that the claim involves a private market rental unit
29 rented to a low-income tenant who is using a housing subsidy program.

30 (4) Claims pursuant to subsection (1)(b) of this section related
31 to a tenancy must total at least five hundred dollars in order for a
32 claim to be eligible for reimbursement from the program. While claims
33 or damages may exceed five thousand dollars, total reimbursement from
34 the program may not exceed five thousand dollars per tenancy.

35 (5) Damages, beyond wear and tear, that are eligible for
36 reimbursement include, but are not limited to: Interior wall gouges
37 and holes; damage to doors and cabinets, including hardware; carpet
38 stains or burns; cracked tiles or hard surfaces; broken windows;
39 damage to household fixtures such as disposal, toilet, sink, sink
40 handle, ceiling fan, and lighting. Other property damages beyond

normal wear and tear may also be eligible for reimbursement at the department's discretion.

(6) All reimbursements for eligible claims shall be made on a first-come, first-served basis, to the extent of available funds. The department shall use best efforts to notify the tenant of the amount and the reasons for any reimbursements made.

(7) The department, in its sole discretion, may inspect the property and the landlord's records related to a claim, including the use of a third-party inspector as needed to investigate fraud, to assist in making its claim review and determination of eligibility.

(8) A landlord in receipt of reimbursement from the program pursuant to subsection (1)(b) of this section is prohibited from:

(a) Taking legal action against the tenant for damages attributable to the same tenancy; or

(b) Pursuing collection, or authorizing another entity to pursue collection on the landlord's behalf, of a judgment against the tenant for damages attributable to the same tenancy.

(9) A landlord denied reimbursement under subsection (1)(b)(iii) of this section may seek to obtain a judgment from a court of competent jurisdiction and, if successful, may resubmit a claim for damages supported by the judgment, along with a certified copy of the judgment. The department may reimburse the landlord for that portion of such judgment that is based on damages reimbursable under the landlord mitigation program, subject to the limitations set forth in this section.

(10) Determinations regarding reimbursements shall be made by the department in its sole discretion.

(11) The department must establish a website that advertises the landlord mitigation program, the availability of reimbursement from the landlord mitigation program account, and maintains or links to the agency rules and policies established pursuant to this section.

(12) Neither the state, the department, or persons acting on behalf of the department, while acting within the scope of their employment or agency, is liable to any person for any loss, damage, harm, or other consequence resulting directly or indirectly from the department's administration of the landlord mitigation program or determinations under this section.

(13)(a) A report to the appropriate committees of the legislature on the effectiveness of the program and recommended modifications shall be submitted to the governor and the appropriate committees of

the legislature by January 1, 2021. In preparing the report, the department shall convene and solicit input from a group of stakeholders to include representatives of large multifamily housing property owners or managers, small rental housing owners in both rural and urban markets, a representative of tenant advocates, and a representative of the housing authorities.

(b) The report shall include discussion of the effectiveness of the program as well as the department's recommendations to improve the program, and shall include the following:

(i) The number of total claims and total amount reimbursed to landlords by the fund;

(ii) Any indices of fraud identified by the department;

(iii) Any reports by the department regarding inspections authorized by and conducted on behalf of the department;

(iv) An outline of the process to obtain reimbursement for improvements and for damages from the fund;

(v) An outline of the process to obtain reimbursement for lost rent due to the rental inspection and tenant screening process, together with the total amount reimbursed for such damages;

(vi) An evaluation of the feasibility for expanding the use of the mitigation fund to provide up to ninety-day no interest loans to landlords who have not received timely rental payments from a housing authority that is administering section 8 rental assistance;

(vii) Any other modifications and recommendations made by stakeholders to improve the effectiveness and applicability of the program.

(14) As used in this section:

(a) "Housing subsidy program" means a housing voucher as established under 42 U.S.C. Sec. 1437 as of January 1, 2018, or other housing subsidy program including, but not limited to, valid short-term or long-term federal, state, or local government, private nonprofit, or other assistance program in which the tenant's rent is paid either partially by the program and partially by the tenant, or completely by the program directly to the landlord;

(b) "Low-income" means income that does not exceed eighty percent of the median income for the standard metropolitan statistical area in which the private market rental unit is located; and

(c) "Private market rental unit" means any unit available for rent that is owned by an individual, corporation, limited liability company, nonprofit housing provider, or other entity structure, but

1 does not include housing acquired, or constructed by a public housing
2 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

3 **Sec. 6.** RCW 43.31.615 and 2019 c 356 s 13 are each amended to
4 read as follows:

5 (1) The landlord mitigation program account is created in the
6 custody of the state treasury. All transfers and appropriations by
7 the legislature, repayments, private contributions, and all other
8 sources must be deposited into the account. Expenditures from the
9 account may only be used for the landlord mitigation program under
10 this chapter to reimburse landlords for eligible claims related to
11 private market rental units during the time of their rental to low-
12 income tenants using housing subsidy programs as defined in RCW
13 43.31.605, for any unpaid judgment issued within an unlawful detainer
14 action after a court order pursuant to RCW 59.18.410(3) as described
15 in RCW 43.31.605(1)(c), for any unpaid rent as described in RCW
16 43.31.605(1)(d), and for the administrative costs identified in
17 subsection (2) of this section. Only the director or the director's
18 designee may authorize expenditures from the account. The account is
19 subject to allotment procedures under chapter 43.88 RCW, but an
20 appropriation is not required for expenditures.

21 (2) Administrative costs associated with application,
22 distribution, and other program activities of the department may not
23 exceed twenty percent of the annual funds available for the landlord
24 mitigation program. Reappropriations must not be included in the
25 calculation of the annual funds available for determining the
26 administrative costs.

27 (3) Funds deposited into the landlord mitigation program account
28 shall be prioritized by the department for allowable costs under RCW
29 43.31.605(1)(b), and may only be used for other allowable costs when
30 funding available in the account exceeds the amount needed to pay
31 claims under RCW 43.31.605(1)(b).

32 **EVICTION RESOLUTION PILOT PROGRAM**

33 NEW SECTION. **Sec. 7.** A new section is added to chapter 59.18
34 RCW to read as follows:

35 (1) Subject to the availability of amounts appropriated for this
36 specific purpose, the administrative office of the courts shall
37 contract with dispute resolution centers as described under chapter

1 7.75 RCW within or serving each county to establish a court-based
2 eviction resolution pilot program operated in accordance with
3 Washington supreme court order no. 25700-B-639 and any standing
4 judicial order of the individual superior court.

5 (2) The eviction resolution pilot program must be used to
6 facilitate the resolution of nonpayment of rent cases between a
7 landlord and tenant before the landlord files an unlawful detainer
8 action.

9 (3) Prior to filing an unlawful detainer action for nonpayment of
10 rent, the landlord must provide a notice as required under RCW
11 59.12.030(3) and an additional notice to the tenant informing them of
12 the eviction resolution pilot program. The landlord must retain proof
13 of service or mailing of the additional notice. The additional notice
14 to the tenant must provide at least the following information
15 regarding the eviction resolution pilot program:

16 (a) Contact information for the local dispute resolution center;

17 (b) Contact information for the county's housing justice project
18 or, if none, a statewide organization providing housing advocacy
19 services for low-income residents;

20 (c) The following statement: "The Washington state office of the
21 attorney general has this notice in multiple languages on its
22 website. You will also find information there on how to find a lawyer
23 or advocate at low or no cost and any available resources to help you
24 pay your rent. Alternatively, you may find additional information to
25 help you at <http://www.washingtonlawhelp.org>";

26 (d) The name and contact information of the landlord, the
27 landlord's attorney, if any, and the tenant; and

28 (e) The following statement: "Failure to respond to this notice
29 within 14 days may result in the filing of a summons and complaint
30 for an unlawful detainer action with the court."

31 (4) At the time of service or mailing of the pay or vacate notice
32 and additional notice to the tenant, a landlord must also send copies
33 of these notices to the local dispute resolution center serving the
34 area where the property is located.

35 (5) A landlord must secure a certification of participation with
36 the eviction resolution program by the appropriate dispute resolution
37 center before an unlawful detainer action for nonpayment of rent may
38 be heard by the court.

(6) The administrative office of the courts may also establish and produce any other notice forms and requirements as necessary to implement the eviction resolution pilot program.

(7) Any superior court, in collaboration with the dispute resolution center that is located within or serving the same county, participating in the eviction resolution pilot program must report annually to the administrative office of the courts beginning January 1, 2022, until January 1, 2023, on the following:

(a) The number of unlawful detainer actions for nonpayment of rent that were subject to program requirements;

(b) The number of referrals made to dispute resolution centers;

(c) The number of nonpayment of rent cases resolved by the program;

(d) How many instances the tenant had legal representation either at the conciliation stage or formal mediation stage;

(e) The number of certifications issued by dispute resolution centers and filed by landlords with the court; and

(f) Any other information that relates to the efficacy of the pilot program.

(8) By July 1, 2022, until July 1, 2023, the administrative office of the courts must provide a report to the legislature summarizing the report data shared by the superior courts and dispute resolution centers under subsection (7) of this section.

(9) This section expires July 1, 2023.

RIGHT TO COUNSEL

NEW SECTION. **Sec. 8.** A new section is added to chapter 59.18 RCW to read as follows:

(1) Subject to the availability of amounts appropriated for this specific purpose, the court must appoint an attorney for an indigent tenant in an unlawful detainer proceeding under this chapter and chapters 59.12 and 59.20 RCW. The office of civil legal aid is responsible for implementation of this subsection as provided in section 9 of this act, and the state shall pay the costs of legal services provided by an attorney appointed pursuant to this subsection. In implementing this section, the office of civil legal aid shall assign priority to providing legal representation to indigent tenants in those counties in which the most evictions occur

and to indigent tenants who are disproportionately at risk of eviction.

(2) For purposes of this section, "indigent" means any person who, at any stage of a court proceeding, is:

(a) Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, medical care services under RCW 74.09.035, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, medicaid, or supplemental security income; or

(b) Receiving an annual income, after taxes, of 200 percent or less of the current federally established poverty level.

NEW SECTION. Sec. 9. A new section is added to chapter 2.53 RCW to read as follows:

(1) Moneys appropriated by the legislature for legal services provided by an attorney appointed pursuant to section 8 of this act must be administered by the office of civil legal aid established under RCW 2.53.020. The office of civil legal aid must enter into contracts with attorneys and agencies for the provision of legal services under section 8 of this act to remain within appropriated amounts.

(2) The legislature recognizes that the office of civil legal aid needs time to properly implement the right to attorney legal representation for indigent tenants under and consistent with section 8 of this act. Within 90 days after the effective date of this section, the office of civil legal aid must submit to the appropriate legislative committees a plan to fully implement the tenant representation program under and consistent with section 8 of this act within 12 months of the effective date of this section.

Sec. 10. RCW 59.18.057 and 2020 c 315 s 2 are each amended to read as follows:

(1) Every (~~fourteen-day~~) 14-day notice served pursuant to RCW 59.12.030(3) must be in substantially the following form:

"TO:

AND TO:

ADDRESS:

FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES

You are receiving this notice because the landlord alleges you are not in compliance with the terms of the lease agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due.

(1) Monthly rent due for (list month(s)): \$ (dollar amount)

AND/OR

(2) Utilities due for (list month(s)): \$ (dollar amount)

AND/OR

(3) Other recurring or periodic charges identified in the lease for (list month(s)): \$ (dollar amount)

TOTAL AMOUNT DUE: \$ (dollar amount)

Note - payment must be made pursuant to the terms of the rental agreement or by nonelectronic means including, but not limited to, cashier's check, money order, or other certified funds.

You must pay the total amount due to your landlord within fourteen (14) days after service of this notice or you must vacate the premises. Any payment you make to the landlord must first be applied to the total amount due as shown on this notice. Any failure to comply with this notice within fourteen (14) days after service of this notice may result in a judicial proceeding that leads to your eviction from the premises.

The Washington state Office of the Attorney General has this notice in multiple languages as well as information on available resources to help you pay your rent, including state and local rental assistance programs, on its website at www.atg.wa.gov/landlord-tenant. ~~((You will also find information there on how to find a lawyer or advocate at low or no cost and any available resources to help you pay your rent.~~

~~Alternatively, for no-cost legal assistance for low-income renters))~~ State law provides you the right to legal representation and the court may be able to appoint a lawyer to represent you without cost to you if you are a qualifying low-income renter. If you believe you are a qualifying low-income renter and would like an attorney appointed to represent you, please contact the Eviction Defense Screening Line at 855-657-8387 or apply online at <https://nwjustice.org/apply-online>. For additional resources, call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional information to

help you at <http://www.washingtonlawhelp.org>. Free or low-cost mediation services to assist in nonpayment of rent disputes before any judicial proceedings occur are also available at dispute resolution centers throughout the state. You can find your nearest dispute resolution center at <https://www.resolutionwa.org>.

State law also provides you the right to receive interpreter services at court.

OWNER/LANDLORD: _____ DATE: _____

WHERE TOTAL AMOUNT DUE IS TO BE PAID: ____ (owner/landlord name) ____
____ (address) ____ "

(2) Upon expiration of the eviction resolution pilot program established under section 7 of this act:

(a) The landlord must also provide the notice required in this section to the dispute resolution center located within or serving the county in which the dwelling unit is located. It is a defense to an eviction under RCW 59.12.030 that a landlord did not provide additional notice under this subsection.

(b) Dispute resolution centers are encouraged to notify the housing justice project or northwest justice project located within or serving the county in which the dispute resolution center is located, as appropriate, once notice is received from the landlord under this subsection.

(3) The form required in this section does not abrogate any additional notice requirements to tenants as required by federal, state, or local law.

Sec. 11. RCW 59.18.365 and 2020 c 315 s 4 are each amended to read as follows:

(1) The summons must contain the names of the parties to the proceeding, the attorney or attorneys if any, the court in which the same is brought, the nature of the action, in concise terms, and the relief sought, and also the return day; and must notify the defendant to appear and answer within the time designated or that the relief sought will be taken against him or her. The summons must contain a street address for service of the notice of appearance or answer and,

if available, a facsimile number for the plaintiff or the plaintiff's attorney, if represented. The summons must be served and returned in the same manner as a summons in other actions is served and returned.

(2) A defendant may serve a copy of an answer or notice of appearance by any of the following methods:

(a) By delivering a copy of the answer or notice of appearance to the person who signed the summons at the street address listed on the summons;

(b) By mailing a copy of the answer or notice of appearance addressed to the person who signed the summons to the street address listed on the summons;

(c) By facsimile to the facsimile number listed on the summons. Service by facsimile is complete upon successful transmission to the facsimile number listed upon the summons;

(d) As otherwise authorized by the superior court civil rules.

(3) The summons for unlawful detainer actions for tenancies covered by this chapter shall be substantially in the following form:

IN THE SUPERIOR COURT OF THE
STATE OF WASHINGTON
IN AND
FOR COUNTY

Plaintiff/ Landlord/ Owner,	}	NO.
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vs. EVICTION SUMMONS
(Residential)

Defendant/
Tenant/
Occupant.

THIS IS AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.
YOUR **WRITTEN**

RESPONSE MUST BE RECEIVED BY: 5:00 p.m., on

TO: (Defendant's Name)

1 (Defendant's Address)

2 **GET HELP:** If you do not respond by the deadline above, you will
 3 **lose your right to defend yourself or be represented by a lawyer if**
 4 **you cannot afford one in court and could be evicted.** ((If you cannot
 5 afford a lawyer)) The court may be able to appoint a lawyer to
 6 represent you without cost to you if you are low-income and are
 7 unable to afford a lawyer. If you believe you are a qualifying low-
 8 income renter and would like an attorney appointed to represent you,
 9 please contact the Eviction Defense Screening Line at 855-657-8387 or
 10 apply online at <https://nwjustice.org/apply-online>. For additional
 11 resources, you may call 2-1-1 or the Northwest Justice Project CLEAR
 12 Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m.
 13 - 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). ((They
 14 can refer you to free or low-cost legal help-)) You may find
 15 additional information to help you at [http://](http://www.washingtonlawhelp.org)
 16 www.washingtonlawhelp.org. Free or low-cost mediation services to
 17 assist in nonpayment of rent disputes before any judicial proceedings
 18 occur are also available at dispute resolution centers throughout the
 19 state. You can find your nearest dispute resolution center at
 20 <https://www.resolutionwa.org>.

21 **HOW TO RESPOND:** Phone calls to your Landlord or your Landlord's
 22 lawyer are not a response. You may respond with a "notice of
 23 appearance." This is a letter that includes the following:

- 24 (1) A statement that you are appearing in the court case
- 25 (2) Names of the landlord(s) and the tenant(s) (as listed above)
- 26 (3) Your name, your address where legal documents may be sent,
 27 your signature, phone number (if any), and case number (if the case
 28 is filed)

29 This case ☐ is / ☐ is not filed with the court. If this case is
 30 filed, you need to also file your response with the court by
 31 delivering a copy to the clerk of the court at:
 32 (Clerk's Office/Address/Room number/Business hours of court clerk)

33 **WHERE TO RESPOND:** You must mail, fax, or hand deliver your
 34 response letter to your Landlord's lawyer, or if no lawyer is named
 35 in the complaint, to your Landlord. If you mail the response letter,
 36 you must do it 3 days before the deadline above. Request receipt of a
 37 proof of mailing from the post office. If you hand deliver or fax it,
 38 you must do it by the deadline above. The address is:

39 (Attorney/Landlord Name)

40 (Address)

1 (Fax - required if available)
 2 **COURT DATE:** If you respond to this Summons, you will be notified
 3 of your hearing date in a document called an "Order to Show Cause."
 4 This is usually mailed to you. If you get notice of a hearing, **you**
 5 **must go to the hearing.** If you do not show up, your landlord can
 6 evict you. Your landlord might also charge you more money. If you
 7 move before the court date, you must tell your landlord or the
 8 landlord's attorney.

9 **LANDLORD ACCESS TO RENTAL ASSISTANCE PROGRAMS**

10 ***NEW SECTION.** *Sec. 12. A new section is added to chapter*
 11 *43.185C RCW to read as follows:*

12 *(1) The department must authorize landlords an opportunity to*
 13 *apply to the following programs, if feasible, and establish*
 14 *application and eligibility requirements and any conditions on the*
 15 *receipt of funds as the department deems appropriate:*

16 *(a) Rental assistance provided through the consolidated homeless*
 17 *grant program;*

18 *(b) Rental assistance provided through the emergency solutions*
 19 *grant program; and*

20 *(c) Any rental assistance program funded through receipt of any*
 21 *federal COVID-19 relief funds.*

22 *(2) Until March 31, 2022, the department must provide rental*
 23 *assistance directly to a landlord on behalf of an indigent tenant who*
 24 *is unable to:*

25 *(a) Access an eviction resolution pilot program, as described in*
 26 *section 7 of this act, because such a program is either not available*
 27 *in the region in which the property is located or the regional*
 28 *program is not accepting new claims; or*

29 *(b) Obtain legal representation as described in section 8 of this*
 30 *act.*

31 *(3) For the purposes of this section, "indigent" has the same*
 32 *meaning as section 8(2) of this act.*

**Sec. 12 was vetoed. See message at end of chapter.*

33 ***NEW SECTION.** *Sec. 13. The sum of \$7,500,000 for the fiscal*
 34 *biennium ending June 30, 2023, is appropriated from the coronavirus*
 35 *state fiscal recovery fund created in Engrossed Substitute Senate*
 36 *Bill No. 5092 (operating budget) to the department of commerce for*

the purposes of a landlord grant assistance program to provide grants to eligible landlords for rent that was not paid during the eviction moratorium pursuant to the governor's proclamation 20-19.6. The department shall have such rule-making authority as the department deems necessary to administer the program.

(1) To be eligible for a grant under this section, a landlord must:

(a) Apply for a grant or have a property manager or property management company apply for a grant on behalf of a landlord;

(b) Be the sole investor in the property from which they are seeking rental arrears;

(c) Be the owner of no more than 10 dwelling units from which they receive rental payments; and

(d) Provide proof of ownership of the property and a statement certified under penalty of perjury of the amount of rent due during the eviction moratorium that the landlord was not paid by the tenant, through funds acquired through an emergency rental assistance program provided by a governmental or nonprofit entity, through the state landlord mitigation program defined in RCW 43.31.605, or through any other means that would reasonably be considered payment of rent due.

(2) Eligible landlords may receive a grant of up to 80 percent of the total amount of rent in arrears.

(3) The department will disburse funds to eligible landlords within 60 days of submission of the application. Eligibility for a grant under this section does not constitute an entitlement for payment. If eligible applications for grants exceed the funds appropriated in this section, the department must create and maintain a waitlist in the order the applications are received pursuant to this section. The department shall not be civilly or criminally liable and may not have any penalty or cause of action of any nature arise against it regarding the provision or lack of provision of funds.

(4) The department shall provide a report to the appropriate committees of the legislature by September 30, 2023, which shall include the number of eligible applicants who received grants and the total funds provided to such applicants, the number of eligible applicants on the waitlist who did not receive grants and the total amount of grants unpaid due to lack of funds, and the number of ineligible applicants and the reasons for ineligibility.

(5) A landlord who receives a grant under this section is prohibited from:

(a) Taking any legal action against the tenant for unpaid rent or damages attributable to the same tenancy; or

(b) Pursuing collection, or authorizing another entity to pursue collection on the landlord's behalf, against the tenant for unpaid rent or damages attributable to the same tenancy.

(6) This section expires December 31, 2024.

*Sec. 13 was vetoed. See message at end of chapter.

OTHER TENANT PROTECTIONS

Sec. 14. RCW 59.12.040 and 2010 c 8 s 19007 are each amended to read as follows:

Any notice provided for in this chapter shall be served either (1) by delivering a copy personally to the person entitled thereto; or (2) if he or she be absent from the premises unlawfully held, by leaving there a copy, with some person of suitable age and discretion, and sending a copy through the mail addressed to the person entitled thereto at his or her place of residence; or (3) if the person to be notified be a tenant, or an unlawful holder of premises, and his or her place of residence is not known, or if a person of suitable age and discretion there cannot be found then by affixing a copy of the notice in a conspicuous place on the premises unlawfully held, and also delivering a copy to a person there residing, if such a person can be found, and also sending a copy through the mail addressed to the tenant, or unlawful occupant, at the place where the premises unlawfully held are situated. Service upon a subtenant may be made in the same manner: PROVIDED, That in cases where the tenant or unlawful occupant, shall be conducting a hotel, inn, lodging house, boarding house, or shall be renting rooms while still retaining control of the premises as a whole, that the guests, lodgers, boarders, or persons renting such rooms shall not be considered as subtenants within the meaning of this chapter, but all such persons may be served by affixing a copy of the notice to be served in two conspicuous places upon the premises unlawfully held; and such persons shall not be necessary parties defendant in an action to recover possession of said premises. Service of any notice provided for in this chapter may be had upon a corporation by delivering a copy thereof to any officer, agent, or person having

1 charge of the business of such corporation, at the premises
 2 unlawfully held, and in case no such officer, agent, or person can be
 3 found upon such premises, then service may be had by affixing a copy
 4 of such notice in a conspicuous place upon said premises and by
 5 sending a copy through the mail addressed to such corporation at the
 6 place where said premises are situated. Proof of any service under
 7 this section may be made by the affidavit of the person making the
 8 same in like manner and with like effect as the proof of service of
 9 summons in civil actions. When a copy of notice is sent through the
 10 mail, as provided in this section, service shall be deemed complete
 11 when such copy is deposited in the United States mail in the county
 12 in which the property is situated properly addressed with postage
 13 prepaid: PROVIDED, HOWEVER, That when service is made by mail one
 14 additional day shall be allowed before the commencement of an action
 15 based upon such notice. ((RCW 59.18.375 may also apply to notice
 16 given under this chapter.))

17 **Sec. 15.** RCW 59.18.230 and 2020 c 315 s 6 and 2020 c 177 s 2 are
 18 each reenacted and amended to read as follows:

19 (1)(a) Any provision of a lease or other agreement, whether oral
 20 or written, whereby any section or subsection of this chapter is
 21 waived except as provided in RCW 59.18.360 and shall be deemed
 22 against public policy and shall be unenforceable. Such
 23 unenforceability shall not affect other provisions of the agreement
 24 which can be given effect without them.

25 (b) Any agreement, whether oral or written, between a landlord
 26 and tenant, or their representatives, and entered into pursuant to an
 27 unlawful detainer action under this chapter that requires the tenant
 28 to pay any amount in violation of RCW 59.18.283 or the statutory
 29 judgment amount limits under RCW 59.18.410 (1) or (2), or waives any
 30 rights of the tenant under RCW 59.18.410 or any other rights afforded
 31 under this chapter except as provided in RCW 59.18.360 is void and
 32 unenforceable. A landlord may not threaten a tenant with eviction for
 33 failure to pay nonpossessory charges limited under RCW 59.18.283.

34 (2) No rental agreement may provide that the tenant:

35 (a) Agrees to waive or to forgo rights or remedies under this
 36 chapter; or

37 (b) Authorizes any person to confess judgment on a claim arising
 38 out of the rental agreement; or

(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or

(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or

(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into; or

(f) Agrees to pay late fees for rent that is paid within five days following its due date. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due.

(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her, statutory damages not to exceed ((~~five hundred dollars~~)) \$500, costs of suit, and reasonable attorneys' fees.

(4) The common law right of the landlord of distress for rent is hereby abolished for property covered by this chapter. Any provision in a rental agreement creating a lien upon the personal property of the tenant or authorizing a distress for rent is null and void and of no force and effect. Any landlord who takes or detains the personal property of a tenant without the specific written consent of the tenant to such incident of taking or detention, and who, after written demand by the tenant for the return of his or her personal property, refuses to return the same promptly shall be liable to the tenant for the value of the property retained, actual damages, and if the refusal is intentional, may also be liable for damages of up to ((~~five hundred dollars~~)) \$500 per day but not to exceed ((~~five thousand dollars~~)) \$5,000, for each day or part of a day that the tenant is deprived of his or her property. The prevailing party may recover his or her costs of suit and a reasonable attorneys' fee.

In any action, including actions pursuant to chapters 7.64 or 12.28 RCW, brought by a tenant or other person to recover possession of his or her personal property taken or detained by a landlord in violation of this section, the court, upon motion and after notice to the opposing parties, may waive or reduce any bond requirements where

1 it appears to be to the satisfaction of the court that the moving
2 party is proceeding in good faith and has, prima facie, a meritorious
3 claim for immediate delivery or redelivery of said property.

4 **Sec. 16.** RCW 59.20.040 and 1999 c 359 s 3 are each amended to
5 read as follows:

6 This chapter shall regulate and determine legal rights, remedies,
7 and obligations arising from any rental agreement between a landlord
8 and a tenant regarding a mobile home lot and including specified
9 amenities within the mobile home park, mobile home park cooperative,
10 or mobile home park subdivision, where the tenant has no ownership
11 interest in the property or in the association which owns the
12 property, whose uses are referred to as a part of the rent structure
13 paid by the tenant. All such rental agreements shall be unenforceable
14 to the extent of any conflict with any provision of this chapter.
15 Chapter 59.12 RCW shall be applicable only in implementation of the
16 provisions of this chapter and not as an alternative remedy to this
17 chapter which shall be exclusive where applicable: PROVIDED, That the
18 provision of RCW 59.12.090, 59.12.100, and 59.12.170 shall not apply
19 to any rental agreement included under the provisions of this
20 chapter. RCW 59.18.055 (~~and 59.18.370~~), section 8 of this act,
21 59.18.365, 59.18.370, and 59.18.380 through 59.18.410 shall be
22 applicable to any action of forcible entry or detainer or unlawful
23 detainer arising from a tenancy under the provisions of this chapter,
24 except when a mobile home, manufactured home, or park model or a
25 tenancy in a mobile home lot is abandoned. Rentals of mobile homes,
26 manufactured homes, or park models themselves are governed by the
27 residential landlord-tenant act, chapter 59.18 RCW.

28 **Sec. 17.** RCW 59.18.410 and 2020 c 315 s 5 are each amended to
29 read as follows:

30 (1) If at trial the verdict of the jury or, if the case is tried
31 without a jury, the finding of the court is in favor of the landlord
32 and against the tenant, judgment shall be entered for the restitution
33 of the premises; and if the proceeding is for unlawful detainer after
34 neglect or failure to perform any condition or covenant of a lease or
35 agreement under which the property is held, or after default in the
36 payment of rent, the judgment shall also declare the forfeiture of
37 the lease, agreement, or tenancy. The jury, or the court, if the
38 proceedings are tried without a jury, shall also assess the damages

1 arising out of the tenancy occasioned to the landlord by any forcible
2 entry, or by any forcible or unlawful detainer, alleged in the
3 complaint and proved at trial, and, if the alleged unlawful detainer
4 is based on default in the payment of rent, find the amount of any
5 rent due, and the judgment shall be rendered against the tenant
6 liable for the forcible entry, forcible detainer, or unlawful
7 detainer for the amount of damages thus assessed, for the rent, if
8 any, found due, and late fees if such fees are due under the lease
9 and do not exceed seventy-five dollars in total. The court may award
10 statutory costs. The court may also award reasonable attorneys' fees
11 as provided in RCW 59.18.290.

12 (2) When the tenant is liable for unlawful detainer after a
13 default in the payment of rent, execution upon the judgment shall not
14 occur until the expiration of five court days after the entry of the
15 judgment. Before entry of a judgment or until five court days have
16 expired after entry of the judgment, the tenant or any subtenant, or
17 any mortgagee of the term, or other party interested in the
18 continuance of the tenancy, may pay into court or to the landlord the
19 amount of the rent due, any court costs incurred at the time of
20 payment, late fees if such fees are due under the lease and do not
21 exceed seventy-five dollars in total, and attorneys' fees if awarded,
22 in which event any judgment entered shall be satisfied and the tenant
23 restored to his or her tenancy. If the tenant seeks to restore his or
24 her tenancy after entry of a judgment, the tenant may tender the
25 amount stated within the judgment as long as that amount does not
26 exceed the amount authorized under subsection (1) of this section. If
27 a tenant seeks to restore his or her tenancy and pay the amount set
28 forth in this subsection with funds acquired through an emergency
29 rental assistance program provided by a governmental or nonprofit
30 entity, the tenant shall provide a copy of the pledge of emergency
31 rental assistance provided from the appropriate governmental or
32 nonprofit entity and have an opportunity to exercise such rights
33 under this subsection, which may include a stay of judgment and
34 provision by the landlord of documentation necessary for processing
35 the assistance. The landlord shall accept any pledge of emergency
36 rental assistance funds provided to the tenant from a governmental or
37 nonprofit entity before the expiration of any pay or vacate notice
38 for nonpayment of rent for the full amount of the rent owing under
39 the rental agreement. The landlord shall accept any written pledge of
40 emergency rental assistance funds provided to the tenant from a

1 governmental or nonprofit entity after the expiration of the pay or
2 vacate notice if the pledge will contribute to the total payment of
3 both the amount of rent due, including any current rent, and other
4 amounts if required under this subsection. The landlord shall suspend
5 any court action for seven court days after providing necessary
6 payment information to the nonprofit or governmental entity to allow
7 for payment of the emergency rental assistance funds. By accepting
8 such pledge of emergency rental assistance, the landlord is not
9 required to enter into any additional conditions not related to the
10 provision of necessary payment information and documentation. If a
11 judgment has been satisfied, the landlord shall file a satisfaction
12 of judgment with the court. A tenant seeking to exercise rights under
13 this subsection shall pay an additional fifty dollars for each time
14 the tenant was reinstated after judgment pursuant to this subsection
15 within the previous twelve months prior to payment. If payment of the
16 amount specified in this subsection is not made within five court
17 days after the entry of the judgment, the judgment may be enforced
18 for its full amount and for the possession of the premises.

19 (3)(a) Following the entry of a judgment in favor of the landlord
20 and against the tenant for the restitution of the premises and
21 forfeiture of the tenancy due to nonpayment of rent, the court, at
22 the time of the show cause hearing or trial, or upon subsequent
23 motion of the tenant but before the execution of the writ of
24 restitution, may stay the writ of restitution upon good cause and on
25 such terms that the court deems fair and just for both parties. In
26 making this decision, the court shall consider evidence of the
27 following factors:

28 (i) The tenant's willful or intentional default or intentional
29 failure to pay rent;

30 (ii) Whether nonpayment of the rent was caused by exigent
31 circumstances that were beyond the tenant's control and that are not
32 likely to recur;

33 (iii) The tenant's ability to timely pay the judgment;

34 (iv) The tenant's payment history;

35 (v) Whether the tenant is otherwise in substantial compliance
36 with the rental agreement;

37 (vi) Hardship on the tenant if evicted; and

38 (vii) Conduct related to other notices served within the last six
39 months.

(b) The burden of proof for such relief under this subsection (3) shall be on the tenant. If the tenant seeks relief pursuant to this subsection (3) at the time of the show cause hearing, the court shall hear the matter at the time of the show cause hearing or as expeditiously as possible so as to avoid unnecessary delay or hardship on the parties.

(c) In any order issued pursuant to this subsection (3):

(i) The court shall not stay the writ of restitution more than ninety days from the date of order, but may order repayment of the judgment balance within such time. If the payment plan is to exceed thirty days, the total cumulative payments for each thirty-day period following the order shall be no less than one month of the tenant's share of the rent, and the total amount of the judgment and all additional rent that is due shall be paid within ninety days.

(ii) Within any payment plan ordered by the court, the court shall require the tenant to pay to the landlord or to the court one month's rent within five court days of issuance of the order. If the date of the order is on or before the fifteenth of the month, the tenant shall remain current with ongoing rental payments as they become due for the duration of the payment plan; if the date of the order is after the fifteenth of the month, the tenant shall have the option to apportion the following month's rental payment within the payment plan, but monthly rental payments thereafter shall be paid according to the rental agreement.

(iii) The sheriff may serve the writ of restitution upon the tenant before the expiration of the five court days of issuance of the order; however, the sheriff shall not execute the writ of restitution until after expiration of the five court days in order for payment to be made of one month's rent as required by (c)(ii) of this subsection. In the event payment is made as provided in (c)(ii) of this subsection for one month's rent, the court shall stay the writ of restitution ex parte without prior notice to the landlord upon the tenant filing and presenting a motion to stay with a declaration of proof of payment demonstrating full compliance with the required payment of one month's rent. Any order staying the writ of restitution under this subsection (3)(c)(iii) shall require the tenant to serve a copy of the order on the landlord by personal delivery, first-class mail, facsimile, or email if agreed to by the parties.

1 (A) If the tenant has satisfied (c)(ii) of this subsection by
 2 paying one month's rent within five court days, but defaults on a
 3 subsequent payment required by the court pursuant to this subsection
 4 (3)(c), the landlord may enforce the writ of restitution after
 5 serving a notice of default in accordance with RCW 59.12.040
 6 informing the tenant that he or she has defaulted on rent due under
 7 the lease agreement or payment plan entered by the court. Upon
 8 service of the notice of default, the tenant shall have three
 9 calendar days from the date of service to vacate the premises before
 10 the sheriff may execute the writ of restitution.

11 (B) If the landlord serves the notice of default described under
 12 this subsection (3)(c)(iii), an additional day is not included in
 13 calculating the time before the sheriff may execute the writ of
 14 restitution. The notice of default must be in substantially the
 15 following form:

16 NOTICE OF DEFAULT FOR RENT AND/OR PAYMENT PLAN ORDERED BY COURT

17 NAME(S)

18 ADDRESS

19 CITY, STATE, ZIP

20 THIS IS NOTICE THAT YOU ARE IN DEFAULT OF YOUR RENT AND/OR
 21 PAYMENT PLAN ORDERED BY THE COURT. YOUR LANDLORD HAS RECEIVED THE
 22 FOLLOWING PAYMENTS:

23 DATE

24 AMOUNT

25 DATE

26 AMOUNT

27 DATE

28 AMOUNT

29 THE LANDLORD MAY SCHEDULE YOUR PHYSICAL EVICTION WITHIN THREE
 30 CALENDAR DAYS OF SERVICE OF THIS NOTICE. TO STOP A PHYSICAL
 31 EVICTION, YOU ARE REQUIRED TO PAY THE BALANCE OF YOUR RENT AND/OR
 32 PAYMENT PLAN IN THE AMOUNT OF \$.

33 PAYMENT MAY BE MADE TO THE COURT OR TO THE LANDLORD. IF YOU FAIL
 34 TO PAY THE BALANCE WITHIN THREE CALENDAR DAYS, THE LANDLORD MAY
 35 PROCEED WITH A PHYSICAL EVICTION FOR POSSESSION OF THE UNIT THAT
 36 YOU ARE RENTING.

37 DATE

38 SIGNATURE

1 LANDLORD/AGENT
 2 NAME
 3 ADDRESS
 4 PHONE

5 (iv) If a tenant seeks to satisfy a condition of this subsection
 6 (3)(c) by relying on an emergency rental assistance program provided
 7 by a government or nonprofit entity and provides an offer of proof,
 8 the court shall stay the writ of restitution as necessary to afford
 9 the tenant an equal opportunity to comply.

10 (v) The court shall extend the writ of restitution as necessary
 11 to enforce the order issued pursuant to this subsection (3)(c) in the
 12 event of default.

13 (d) A tenant who has been served with three or more notices to
 14 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
 15 within twelve months prior to the notice to pay or vacate upon which
 16 the proceeding is based may not seek relief under this subsection
 17 (3).

18 (e)(i) In any application seeking relief pursuant to this
 19 subsection (3) by either the tenant or landlord, the court shall
 20 issue a finding as to whether the tenant is low-income, limited
 21 resourced, or experiencing hardship to determine if the parties would
 22 be eligible for disbursement through the landlord mitigation program
 23 account established within RCW 43.31.605(1)(c). In making this
 24 finding, the court may include an inquiry regarding the tenant's
 25 income relative to area median income, household composition, any
 26 extenuating circumstances, or other factors, and may rely on written
 27 declarations or oral testimony by the parties at the hearing.

28 (ii) After a finding that the tenant is low-income, limited
 29 resourced, or experiencing hardship, the court may issue an order:
 30 (A) Finding that the landlord is eligible to receive on behalf of the
 31 tenant and may apply for reimbursement from the landlord mitigation
 32 program; and (B) directing the clerk to remit, without further order
 33 of the court, any future payments made by the tenant in order to
 34 reimburse the department of commerce pursuant to RCW
 35 43.31.605(1)(c)(iii). In accordance with RCW 43.31.605(1)(c), such an
 36 order must be accompanied by a copy of the order staying the writ of
 37 restitution. Nothing in this subsection (3)(e) shall be deemed to
 38 obligate the department of commerce to provide assistance in claim
 39 reimbursement through the landlord mitigation program if there are
 40 not sufficient funds.

(iii) If the department of commerce fails to disburse payment to the landlord for the judgment pursuant to this subsection (3)(e) within thirty days from submission of the application, the landlord may renew an application for a writ of restitution pursuant to RCW 59.18.370 and for other rent owed by the tenant since the time of entry of the prior judgment. In such event, the tenant may exercise rights afforded under this section.

(iv) Upon payment by the department of commerce to the landlord for the remaining or total amount of the judgment, as applicable, the judgment is satisfied and the landlord shall file a satisfaction of judgment with the court.

(v) Nothing in this subsection (3)(e) prohibits the landlord from otherwise applying for reimbursement for an unpaid judgment pursuant to RCW 43.31.605(1)(c) after the tenant defaults on a payment plan ordered pursuant to (c) of this subsection.

(vi) For the period extending one year beyond the expiration of the eviction moratorium, if a tenant demonstrates an ability to pay in order to reinstate the tenancy by means of disbursement through the landlord mitigation program account established within RCW 43.31.605(1)(c):

(A) Any restrictions imposed under (d) of this subsection do not apply in determining if a tenant is eligible for reinstatement under this subsection (3); and

(B) Reimbursement on behalf of the tenant to the landlord under RCW 43.31.605(1)(c) may include up to three months of prospective rent to stabilize the tenancy as determined by the court.

(4) If a tenant seeks to stay a writ of restitution issued pursuant to this chapter, the court may issue an ex parte stay of the writ of restitution provided the tenant or tenant's attorney submits a declaration indicating good faith efforts were made to notify the other party or, if no efforts were made, why notice could not be provided prior to the application for an ex parte stay, and describing the immediate or irreparable harm that may result if an immediate stay is not granted. The court shall require service of the order and motion to stay the writ of restitution by personal delivery, mail, facsimile, or other means most likely to afford all parties notice of the court date.

(5) In all other cases the judgment may be enforced immediately. If a writ of restitution shall have been executed prior to judgment no further writ or execution for the premises shall be required.

1 (6) This section also applies if the writ of restitution is
2 issued pursuant to a final judgment entered after a show cause
3 hearing conducted in accordance with RCW 59.18.380.

4 NEW SECTION. **Sec. 18.** This act does not apply to assisted
5 living facilities licensed under chapter 18.20 RCW, to nursing homes
6 licensed under chapter 18.51 RCW, to adult family homes licensed
7 under chapter 70.128 RCW, or to continuing care retirement
8 communities registered under chapter 18.390 RCW.

9 NEW SECTION. **Sec. 19.** RCW 59.18.375 (Forcible entry or detainer
10 or unlawful detainer actions—Payment of rent into court registry—
11 Writ of restitution—Notice) and 2008 c 75 s 2, 2006 c 51 s 2, & 1983
12 c 264 s 13 are each repealed.

13 NEW SECTION. **Sec. 20.** Sections 2 through 4 of this act
14 supersede any other provisions within chapter 59.18 or 59.12 RCW, or
15 chapter 59.20 RCW as applicable, that conflict with sections 2
16 through 4 of this act.

17 NEW SECTION. **Sec. 21.** This act is necessary for the immediate
18 preservation of the public peace, health, or safety, or support of
19 the state government and its existing public institutions, and takes
20 effect immediately.

Passed by the Senate April 19, 2021.

Passed by the House April 8, 2021.

Approved by the Governor April 22, 2021, with the exception of
certain items that were vetoed.

Filed in Office of Secretary of State April 22, 2021.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Sections 12 and
13, Engrossed Second Substitute Senate Bill No. 5160 entitled:

"AN ACT Relating to addressing landlord-tenant relations by
providing certain tenant protections during the public health
emergency, providing for legal representation in eviction cases,
establishing an eviction resolution pilot program for nonpayment of
rent cases, and authorizing landlord access to certain rental
assistance programs."

While Section 12 attempts to provide direct financial relief to
landlords as part of a larger legislative solution in E2SSB 5160, it
creates an entitlement for landlords to receive rent assistance
without a sufficient framework to prioritize resources to those
landlords who have the greatest need. The estimated cost of Section
12 is \$2.4 billion, which is \$1.5 billion more than is currently

appropriated by the state or awarded by the federal government. RCW 43.88.055 requires the Legislature to enact an operating budget that leaves a positive ending fund balance at the end of the fiscal biennium. Although the final budget will likely have a different ending fund balance than is reflected today, \$1.5 billion in additional costs could not be sustained by available fiscal resources. In order to ensure that the Legislature meets its statutory obligation to leave a positive ending fund balance at the end of the 2021-23 biennium, I am vetoing Section 12 of this bill at the request of legislative leadership.

In addition, Section 13 is largely duplicative of an early action bill that I have already signed, ESHB 1368, which provides \$2 million in grant opportunities for eligible landlords. Because of this, Section 13 creates administrative problems for the department of commerce, and may also cause confusion for landlords. As a result, again at the request of legislative leadership, I am also vetoing Section 13.

The Legislature and I agree it is important to provide resources to landlords, and to prioritize assisting those landlords who have a small number of units. If the Legislature wants to increase support for landlords who have a small number of units, I encourage the Legislature to increase funding to the program already created in the early action bill rather than creating redundant programs.

For these reasons I have vetoed Sections 12 and 13 of Engrossed Second Substitute Senate Bill No. 5160.

With the exception of Sections 12 and 13, Engrossed Second Substitute Senate Bill No. 5160 is approved."

--- END ---

JAY INSLEE
Governor



STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • www.governor.wa.gov

April 22, 2021

To the Honorable President and Members,
The Senate of the State of Washington

Ladies and Gentlemen:

I am returning herewith, without my approval as to Sections 12 and 13, Engrossed Second Substitute Senate Bill No. 5160 entitled:

“AN ACT Relating to addressing landlord-tenant relations by providing certain tenant protections during the public health emergency, providing for legal representation in eviction cases, establishing an eviction resolution pilot program for nonpayment of rent cases, and authorizing landlord access to certain rental assistance programs.”

While Section 12 attempts to provide direct financial relief to landlords as part of a larger legislative solution in E2SSB 5160, it creates an entitlement for landlords to receive rent assistance without a sufficient framework to prioritize resources to those landlords who have the greatest need. The estimated cost of Section 12 is \$2.4 billion, which is \$1.5 billion more than is currently appropriated by the state or awarded by the federal government. RCW 43.88.055 requires the Legislature to enact an operating budget that leaves a positive ending fund balance at the end of the fiscal biennium. Although the final budget will likely have a different ending fund balance than is reflected today, \$1.5 billion in additional costs could not be sustained by available fiscal resources. In order to ensure that the Legislature meets its statutory obligation to leave a positive ending fund balance at the end of the 2021-23 biennium, I am vetoing Section 12 of this bill at the request of legislative leadership.

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The Legislature and I agree it is important to provide resources to landlords, and to prioritize assisting those landlords who have a small number of units. If the Legislature wants to increase support for landlords who have a small number of units, I encourage the Legislature to increase funding to the program already created in the early action bill rather than creating redundant programs.

For these reasons I have vetoed Sections 12 and 13 of Engrossed Second Substitute Senate Bill No. 5160.

E2SSB 5160
April 22, 2021
Page 2

With the exception of Sections 12 and 13, Engrossed Second Substitute Senate Bill No. 5160 is approved.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jay Inslee", is positioned above the printed name and title.

Jay Inslee
Governor

Tenant protections - Engrossed Second Substitute Senate Bill 5160 (E2SSB 5160) – Updated 4/26:

1. Payment plans required:

If a tenant has remaining unpaid rent accrued between March 1, 2020 and 6 months following expiration of the Governor’s eviction moratorium, or end of public health emergency, whichever is greater, Landlord must offer tenants a reasonable repayment schedule for unpaid rent:

- It is a defense to unlawful detainer proceeding if landlord did not offer tenant repayment plan.
- Prepayment plan may not begin sooner than 30 days after plan offered;
- Plan may only cover rent and not legal fees, late fees or other charges;
- Allow for payment from any source;
- Plan may not be conditioned on acceptance of certain terms (payment of attorney fees, costs, waiver of rights)
- May not exceed 1/3rd of monthly rental charges owed
- Court must consider tenant’s circumstances, including decreased income or increased expenses due to COVID-19, and repayment plan terms offered

2. No late fees or adverse reports:

- A landlord may not impose late fees or other charges for a tenant’s nonpayment of rent that became due between March 1, 2020, and 6 months after Governor’s eviction moratorium
- Landlord may not report to prospective landlord a tenant’s nonpayment of rent or an unlawful detainer action resulting from nonpayment of rent; and
- Prospective landlord may not take adverse action based on prospective tenant’s nonpayment of rent
- A landlord or prospective landlord in violation of prohibitions may be liable for 2.5 times the monthly rent, court costs and attorney fees.

3. Eviction Resolution Pilot Program (ERP):

- Before filing an unlawful detainer action for nonpayment of rent, the landlord must provide 2 notices: 1) notice to pay or vacate notice; and 2) additional notice informing tenant of ERP:
- Additional notice to tenant provides contact information to Dispute Resolution Centers (DRCs)
- Landlord must also send notices to local DRC serving area
- Landlord must certify participation in ERP before an unlawful detainer action for nonpayment of rent may be heard by a court

4. Legal representation of indigent tenants: State authorizes courts to appoint attorneys for indigent tenants:

- In unlawful detainer proceedings
- Defined as receiving assistance from certain public and medical benefits programs; or
- With annual income, after taxes, at 200% or below federally established poverty level.

~~5. Landlord Mitigation Program: landlords eligible for reimbursement claims up to \$15,000 for unpaid rent accrued between March 1, 2020 and 6 months after eviction moratorium.~~

~~6-5.~~ Governor’s eviction moratorium (Proc. 20.19.6) declared to end on June 30, 2021.

This ordinance does the following:

- Creates a defense to eviction for rental debt accrued due to pandemic-related hardship.
- Creates a defense to eviction if a tenant has a rental assistance application in process.
- Bans late fees for rent that became due during the pandemic.
- Requires landlords to certify that they have attempted to obtain rental assistance before filing for eviction due to unpaid rent accrued during the pandemic.
- Extends a moratorium on evictions through September 30, 2021.
- Allows tenants who fall behind on rent due to the pandemic to terminate a tenancy early.

MODEL ORDINANCE FOR LOCAL CITIES TO PREVENT HOUSING LOSS DUE TO COVID-19

WHEREAS, on February 29, 2020, Governor Inslee issued Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State as a result of the coronavirus disease 2019 (COVID-19) outbreak in the United States and confirmed person-to-person spread of COVID-19 in Washington State;

WHEREAS, as a result of the continued worldwide spread of COVID-19, its significant progression in Washington State, and the high risk it poses to our most vulnerable populations, Governor Inslee has subsequently issued amendatory Proclamations 20-06 through 20-50 exercising his emergency powers under RCW 43.06.220 by prohibiting certain activities and waiving and suspending specified laws and regulations;

WHEREAS, the COVID-19 pandemic caused a sustained global economic slowdown, and an economic downturn throughout Washington State, with unprecedented numbers of layoffs and reduced work hours for a significant percentage of our workforce due to substantial reductions in business activity impacting commercial sectors that support our state's economic vitality, including severe impacts to the small businesses that make Washington State's economy thrive;

WHEREAS, many workers impacted by these layoffs and substantially reduced work hours have suffered economic hardship resulting in the inability to pay for basic household expenses, including rent;

WHEREAS, the inability to pay rent by these members of our workforce increases the likelihood of eviction from their homes, potentially leading to homelessness and

threatening a new public health crisis just as communities are beginning to recover from COVID-19;

WHEREAS, in King County, people of color have been disproportionately impacted by the economic shutdown, with some groups experiencing unemployment rates at 39% in King County;

WHEREAS, only 57% of renters can afford a \$400 unexpected expense based on the Board of Governors of the Federal Reserve System's "Report on the Economic Well-Being of U.S. Households in 2019, Featuring Supplemental Data from April 2020,"

WHEREAS, in order to avoid a large increase in evictions and homelessness due to the impacts of the Civil Emergency, it is necessary to provide eviction protections to households that have faced loss of income due to COVID-19;

Section 1. No Residential Eviction for Nonpayment of Rent that Became Due During the Civil Emergency or Where Tenant Has Applied for Rental Assistance.

- (1) In any action for unlawful detainer due to nonpayment of rent, it shall be a defense that the unpaid rent became due during the Civil Emergency and was unpaid because of a substantial reduction in household income or substantial increase in expenses resulting from the Coronavirus pandemic. This includes, but is not limited to, where, as a result of the Coronavirus pandemic, the tenant suffered a loss of employment or a reduction in hours, was unable to work because their children were out of school, was unable to work because they were sick with COVID-19 or caring for a household or family member who was sick with COVID-19, they were complying with a recommendation from a government agency to self-quarantine, including to avoid risk of medical complications to themselves or others, or they incurred substantial out of pocket medical expenses due to COVID-19. Any notice served on a residential tenant demanding rent that became due during the Civil Emergency shall include the following statement in bold underlined 12- point type: **"You may not be evicted for rent that became due during the Civil Emergency if the rent was unpaid because of a substantial reduction in household income or a substantial increase in expenses related to the Coronavirus pandemic. This does not relieve you of the obligation to pay back rent in the future."** Nothing in this subsection shall relieve the tenant of liability for the unpaid rent.
- (2) In any action for unlawful detainer due to nonpayment of rent, it shall be a defense to eviction that the tenant has applied for rental assistance to cover the balance owed and is waiting for a final approval or processing of the payment. If the tenant's application for rental assistance has been denied, the tenant may defend against the eviction if the tenant can demonstrate by preponderance of

the evidence that the application was wrongfully denied and the tenant is seeking to have it reviewed by the appropriate agency.

SECTION 2. Late Fees and Other Charges Prohibited. Notwithstanding any lease provision to the contrary, for residential tenancies, no late fees or other charges arising out of nonpayment of rent, including those incurred for the collection of such rent, may be imposed against any tenant for rent that became due during the Civil Emergency.

SECTION 3. Landlord Certification of Rental Assistance Programs Required.

- (1) No landlord may undertake any collection activity against a tenant for any unpaid rent that became due during the Civil Emergency unless the landlord has made good faith efforts to obtain rental assistance through any available resources, including the Landlord Mitigation Fund under RCW 43.31.605, the Limited Landlord Relief Program operated by the Washington State Department of Commerce, the King County Eviction Prevention and Rental Assistance Program, or any other resources provided by federal, state, or local government.
- (2) For the duration of the Civil Emergency, prior to issuing any eviction notice to remove the tenant for rent owed, the landlord shall serve along with the eviction or termination of tenancy notice a certification form indicating the landlord has applied for such programs and has been denied access to available programs for reasons outside the landlord's control, or the landlord is ineligible for such programs. The certification form shall substantially comply with the following form:

LANDLORD'S CERTIFICATION

I, the landlord, certify under penalty of perjury that I have accessed or attempted to access the following programs but was either denied or am not eligible.

Landlord Mitigation Fund under RCW 43.31.605

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Limited Landlord Relief Program operated by the Washington State Department of Commerce

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

King County Eviction Prevention and Rental Assistance Program

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Other program: _____

☐ Denied

☐ Ineligible

☐ Other _____

Signed on _____, 202_ in _____, ____ by:

Landlord/Landlord's Agent

- (3) Failure to provide a certification in conformity with this section or to make good faith efforts to access rental assistance programs shall be a defense to eviction.
- (4) For purposes of this section 3, "collection activity" includes attempts to collect, or threats to collect, through a collection agency, by filing a judicial action for a monetary judgment, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means.

SECTION 4. Extension of moratorium on evictions. (1) Until after September 30, 2021, a landlord shall not seek to remove a tenant from a residential property unless the landlord attaches an affidavit with eviction or termination of tenancy notice attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident. For purposes of this Proclamation, a "significant and immediate risk to the health, safety, or property of others created by the resident" (a) is one that is described with particularity; (b) as it relates to "significant and immediate" risk to the health and safety of others, includes any behavior by a resident which is imminently hazardous to the physical safety of other persons on the premises (RCW 59.18.130 (8)(a)); (c) cannot be established on the basis of the resident's own health condition or disability; (d) excludes the situation in which a resident who may have been exposed to, or contracted, the COVID-19, or is following Department of Health guidelines regarding isolation or quarantine; and (e) excludes circumstances that are not urgent in nature, such as conditions that were known or knowable to the landlord, property owner, or property manager pre-COVID-19 but regarding which that entity took no action.

SECTION 5. Early termination of rental agreements. Any tenant falling behind on rent due to the reasons set forth in Section 1 of this Ordinance may terminate a tenancy without additional penalties and with the tenant owing rent through the month in which the tenant vacates the dwelling unit.

SECTION 6. Definitions. For purposes of this Ordinance, the following definitions apply:

- 1) "Civil emergency" shall refer to the Governor of the State of Washington's Proclamation 20-05, proclaiming a State of Emergency for all counties throughout Washington State on February 29, 2020 and any subsequent orders extending or amending such Civil Emergency due to COVID-19 until such Civil Emergency is ended by the Governor of the State of Washington.
- 2) "Landlord" shall have the same definition as that found in RCW 59.18.030(15) and RCW 59.20.030(6).
- 3) "Rent" shall have the same definition as RCW 59.18.030(28).
- 4) "Tenant" shall refer to any individual renting a dwelling unit or lot primarily for living purposes, including anyone's with a tenancy subject to RCW 59.18 and RCW 59.20.

SECTION 7. Effective date. As an emergency measure necessary to ensure public health and safety, the ordinance shall take effect immediately upon passage.

City of Kenmore

Proclamation & Issuance of Emergency Rule 20-03.4: Amending Temporary Moratorium on Residential Tenant Evictions

WHEREAS, the outbreak of the novel coronavirus (COVID-19), and its rapid progression in Washington state continues to threaten the life and health of its people as well as the economy of the state, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed a State of Emergency due to COVID-19; and

WHEREAS, on March 5, 2020, the City Manager issued the *City of Kenmore Proclamation*, dated March 5, 2020, which proclaimed an emergency due to COVID-19, and also proclaimed that emergency operations under Chapter 8.30 of the Kenmore Municipal Code (KMC) and the utilization of emergency powers granted under RCW 38.52.070 were in effect, and the City Council ratified the same; and

WHEREAS, on March 11, 2020, the World Health Organization classified the global spread of COVID-19 as a pandemic, and urged all governments to take action now to stem the spread of the disease; and

WHEREAS, on March 11, 2020, the Governor issued the "*Proclamation By The Governor Amending Proclamations 20-05, 20-06 And 20-07, 20-08*", dated March 11, 2020 (Proclamation 20-08), which found that COVID-19 spreads easily from person to person and may result in serious illness or death, and continues to spread in the state with cases expected to double every five to seven days, without any expectation of ending soon; and

WHEREAS, the Governor's Proclamation 20-08 also identified stringent social distancing as necessary to curtail and limit the opportunities for disease transmission, and prohibited: 1) private and public schools from in-person educational, recreational and other programs; and 2) gatherings of 250 people or more until April 24, 2020, unless extended beyond that date; and

WHEREAS, on March 11, 2020, the Local Health Officer for Public Health – Seattle & King County issued the *Local Health Officer Order*, dated March 11, 2020, which limited public events of fewer than 250 people, except under certain circumstances, with the intent to mitigate and slow the spread of COVID-19 in the community; and

WHEREAS, on March 11 the Centers for Disease Control and Prevention (CDC) issued *CDC's Recommendations for the next 30 days of Mitigation Strategies for Seattle-King, Pierce, and Snohomish Counties based on current situation with widespread COVID-19 transmission and affected health care facilities*, dated March 11, 2020, which recommends "extensive community mitigation activities" to slow the spread of, and minimize morbidity and mortality caused by, COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency due to the COVID-19 pandemic; and

WHEREAS, on March 15, the Governor expanded protections against COVID-19, and ordered a temporary closure of all restaurants, bars and entertainment and recreational facilities; and

WHEREAS, on March 18, 2020, the Governor issued Proclamation 20-19, which temporarily prohibited residential evictions until April 17, 2020; and on April 16, 2020, the Governor issued Proclamation 20-19.1, which amended Proclamation 20-19 by extending the residential eviction prohibition until June 4, 2020, and

WHEREAS, on March 23, 2020, the Governor issued Proclamation 20-25, "Stay Home – Stay Healthy" which require all non-essential workers to stay home until April 8, 2020, which the Governor extended to 11:59 p.m. on May 4, 2020 under Proclamation 20-25.1; and

WHEREAS, federal, state and local proclamations, recommendations and orders have the intended purpose of containing, mitigating and slowing the transmission of COVID-19, and include, among other things, social distancing measures, such as, limiting public events and recommending that individuals stay at home to reduce exposure to and transmission of COVID-19; and

WHEREAS, COVID-19 has severely impacted the local economy, resulting in thousands of employees working from home, the cancellation of numerous public events, significant reductions in tourism and demand at restaurants, coffee shops, and other local businesses, increased employee lay-offs, and reduction in work-hours; and

WHEREAS, the social distancing and self-isolation mitigation measure needed to slow the spread of COVID-19 will likely result in continued reductions in employment and household income, thereby leaving large numbers of residential tenants unable to pay rent and increasing the risk of eviction; and

WHEREAS, the Rental Housing Association of Washington posted an announcement acknowledging that King County is experiencing the highest rate of COVID-19 illness in the country, and stating that the rental housing industry recommends a 30-day hold on writs of restitution for King County, which would

prevent physical evictions of local citizens during the emergency period; and

WHEREAS, the economic impacts of COVID-19 have increased the risk of residential tenant evictions due to loss of income and/or employment, however, residential evictions would dramatically undermine the containment and mitigation measures needed to slow the transmission of COVID-19; and

WHEREAS, residential tenant evictions would negate the ability of tenants to self-isolate, would increase their risk of contracting and/or spreading COVID-19, and would put them, and high-risk individuals (older adults and individuals with underlying medical conditions), at greater risk from COVID-19; and

WHEREAS, the City Manager finds that ability to self-isolate at home during this COVID-19 emergency is critical to containing, mitigating and slowing the transmission of COVID-19, and that residential tenant evictions severely undermine state and local emergency COVID-19 response efforts; and

WHEREAS, RCW 38.52.070 establishes emergency and disaster response powers, and authorizes the City to, among other things, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster; and

WHEREAS, under the emergency powers authorized under KMC 8.30.060.A, the City Manager is empowered to "make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster"; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution gives the City broad police powers to "make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws"; and

WHEREAS, the City Manager issued Proclamation 20-03, which established a temporary moratorium on residential tenant evictions, and the moratorium was extended to May 4, 2020, under Proclamation 20-03.1, and extended to June 4, 2020 under Proclamation 20-03.2, and extended to August 1st under Proclamation 20-03.3; and

WHEREAS, on June 2, 2020, the Governor issued Proclamation 20-19.2 which amended Proclamation 20-19 by extending residential eviction prohibition until August 1, 2020, and it is anticipated that Proclamation will be extended again beyond August 1st; and

WHEREAS, to be consistent with the anticipated extension of the Governor's Proclamation 20-19, the City Manager desires to amend Kenmore Proclamation 20-03 to extend its duration to coincide with any future extensions of the Governor's Proclamation 20-19;

NOW, THEREFORE, THE CITY MANAGER OF THE CITY OF KENMORE, WASHINGTON, HEREBY PROCLAIMS, MAKES, AND ISSUES AN EMERGENCY COVID-19 RULE AS FOLLOWS:

1. Recitals. The recitals set forth above, which are incorporated herein by reference, are adopted as findings in support of the emergency rule established by this proclamation.
2. Amendment - COVID-19 Pandemic and Public Health Emergency Rule 20-03 Temporary Moratorium on Residential Tenant Evictions: The City Manager hereby amends Emergency Rule 20-03, as amended by Emergency Rule 20.03.1, 20-03.2, and 20-03.3 as set forth on Exhibit 1, "Amendment - COVID-19 Pandemic and Public Health Emergency Rule 20-03.4: Temporary Moratorium on Residential Tenant Evictions", attached hereto and incorporated by reference. All other provisions of Proclamation 20-03 and 20-03.1 shall remain in full force and effect.
3. Effective date & Duration. This proclamation and emergency rule shall be in full force and effect upon signature of the City Manager and its duration shall extend and be consistent with any extension of the Governor's Proclamation 20-19. The emergency rule shall be ratified by the City Council at the earliest practicable time.

Dated this 31 day of July, 2020.

Signed 
Rob Karlinsey, City Manager

Attested 
Kelly Chelin, City Clerk



Exhibit 1

**Amendment - COVID-19 Pandemic and Public Health Emergency Rule 20-03.3:
Temporary Moratorium on Residential Tenant Evictions**

1. PURPOSE:
 - A. The purpose of this Rule is to protect the health and safety of persons, provide emergency assistance to the victims of the COVID 19 emergency and establish procedures relating to mitigation of the pandemic illness and public health emergency currently taking place, which pose a continuing risk to the health and safety of staff and the community at large.
 - B. The purpose of this Rule is also to implement a containment and mitigation tool for the protection of the Kenmore community, by imposing a temporary moratorium on residential tenant evictions, and therefore reducing exposure to and transmission of COVID-19.
2. SCOPE: The temporary moratorium imposed under this Rule applies to all tenant evictions from residential dwelling units within the City's boundaries.
3. DEFINITIONS:
 - A. "City" means the City of Kenmore.
 - B. "Eviction" or "evictions" mean any and all acts or conduct taken by a landlord or owner to expel or cause a tenant to vacate a residential dwelling unit within the City.
 - C. "Landlord" means the owner, lessor, or sub-lessor of a residential dwelling unit or property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor, but not limited to an agent, a resident manager, or designated property manager.
 - D. "Moratorium" means the prohibition, delay and/or suspension of an activity.
 - E. "Owner" means one or more persons, jointly or severally, in whom is vested: a) all or any part of the legal title to property containing a residential dwelling unit; or b) all or part of the beneficial ownership, and a right to present use and enjoyment of the property containing a residential dwelling unit.

emergency and public safety issues, a court may grant a continuance for future hearing date in order for the eviction action to be heard after the moratorium.

6. EXCEPTION TO MORATORIUM: The temporary moratorium imposed under Section 5 of this Rule shall not apply to evictions relating to the protection of life and safety, including, but not limited to circumstances where a tenant threatens another tenant or other person(s) with a firearm or other deadly weapon, or some other unlawful use of a firearm or other deadly weapon on the rental premises, for physically assaulting or placing another person in immediate physical danger on the rental premises; or evictions issued for waste, nuisance or commission of a crime on the rental premises.
7. DURATION: The temporary moratorium imposed in Section 5 of this Rule shall be in full force and effect upon signature of the City Manager, and ratification by the City Council, and its duration shall extend and be consistent with all future extensions of the Governor's Proclamation 20-19 shall not expire until 11:59 p.m. on August 1, 2020. Provided, however, the City Manager shall have the authority, in his discretion, to extend the temporary moratorium for additional time periods based on public health necessity.

Dated this 31 day of July, 2020:

Signed Rob Karlinsey
Rob Karlinsey, City Manager

Attested Kelly Chelin
Kelly Chelin, City Clerk

CITY OF KENMORE
WASHINGTON

RESOLUTION NO. 20-350

A RESOLUTION OF THE CITY OF KENMORE,
WASHINGTON, RATIFYING AND ADOPTING
PROCLAMATION AND EMERGENCY RULE 20-03.5
AMENDING THE TEMPORARY MORATORIUM ON
RESIDENTIAL TENANT EVICTIONS

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution grants the City broad police powers to "make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws", including during public health emergencies and disasters; and

WHEREAS, RCW 38.52.070 establishes emergency and disaster response powers, and authorizes the City to, among other things, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster; and

WHEREAS, pursuant to KMC 8.30.060.A, the City Manager has the authority to "make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster"; and

WHEREAS, in the exercise of such authority, on March 5, 2020, the City Manager issued the City of Kenmore Proclamation 20-01, dated March 5, 2020, which proclaimed an emergency due to COVID-19, and also proclaimed that emergency operations under Chapter 8.30 of the Kenmore Municipal Code (KMC) and the utilization of emergency powers granted under RCW 38.52.070 were in effect, and the City Council ratified the same; and

WHEREAS, in the exercise of such authority, the City Manager also issued and executed Proclamation 20-03, which established a temporary moratorium on residential tenant evictions, and Proclamation 20-03 .1, which provided certain exemptions, and Proclamations 20-03.2 through 20-03.4, which extended the moratorium; and

WHEREAS, the Governor issued Proclamation 20-19, which temporarily prohibited residential evictions, and said proclamation was extended under Proclamations 20-19.1 through 20-19.3; and

WHEREAS, the Governor issued Proclamation 20-19.3 which prohibits residential evictions through October 15, 2020, but also exempts property owners from the prohibition if they provide at least 60 days' written notice of intent to (I) personally occupy the premises as a primary residence, or (ii) sell the property; and

WHEREAS, the City Manager issued Kenmore Proclamation 20-03.5 to more closely follow the exemptions provided under the Governor's Proclamation 20-19.3, and the City Council also desires to ratify and adopt Kenmore Proclamation 20-03.5 to be consistent

with the Governor's Proclamation 20-19.3;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KENMORE, WASHINGTON, DOES RESOLVE

Section 1. Findings. The recitals set forth above, and as set forth in Proclamation 20-03, 20-03.1, 20-03.2, 20-03.3, and 20-03.4 are hereby incorporated by reference as support for this Resolution.

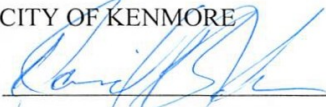
Section 2. Ratification & Adoption.

A. The City Council hereby ratifies, confirms, and adopts Proclamation 20-03.5, "Amendment - COY ID-19 Pandemic and Public Health Emergency Rule 20-03.5: Temporary Moratorium on Residential Tenant Evictions", attached hereto and incorporated by reference.

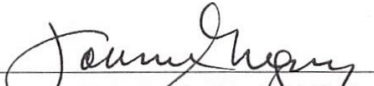
B. Any and all acts undertaken by City departments and staff consistent with Proclamation 20-03.5 are ratified and authorized until such time as such proclamation has been rescinded or otherwise terminated by the City Manager or City Council.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14TH DAY OF SEPTEMBER 2020.

CITY OF KENMORE


David Baker, Mayor

ATTEST/AUTHENTICATED:


Joanne Gregory, Acting City Clerk

Approved as to form:


Dawn Reitan, City Attorney

**CITY OF KENMORE
WASHINGTON
ORDINANCE NO. 21-0525**

**AN ORDINANCE OF THE CITY OF KENMORE,
WASHINGTON, RATIFYING AND ADOPTING THE
TEMPORARY MORATORIUM ON RESIDENTIAL
TENANT EVICTIONS ADOPTED UNDER COVID-19
PANDEMIC AND PUBLIC HEALTH EMERGENCY
RULE 20-03.6; ADOPTING ADDITIONAL TENANT
DEFENSES AND PROTECTIONS MADE NECESSARY
DUE TO THE COVID-19 PANDEMIC; PROVIDING FOR
SEVERABILITY; AND DECLARING AN EMERGENCY
WITH AN IMMEDIATE EFFECTIVE DATE.**

WHEREAS, the outbreak of the novel coronavirus (COVID-19), and its rapid progression in Washington state continues to threaten the life and health of its people as well as the economy of the state and local community, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, on February 29, 2020, the Governor of the State of Washington proclaimed a State of Emergency due to COVID-19; and

WHEREAS, on March 5, 2020, the City Manager issued the *City of Kenmore Proclamation*, which proclaimed an emergency due to COVID-19, and also proclaimed that emergency operations under Chapter 8.30 of the Kenmore Municipal Code (KMC) and the utilization of emergency powers granted under RCW 38.52.070 were in effect, and the City Council ratified the same; and

WHEREAS, on March 11, 2020, the World Health Organization classified the global spread of COVID-19 as a pandemic, and urged all governments to take action now to stem the spread of the disease; and

WHEREAS, on March 18, 2020, the Governor issued Proclamation 20-19, which imposed a statewide moratorium on residential evictions, and which has been amended to extend the moratorium until June 30, 2021; and

WHEREAS, federal, state and local proclamations, recommendations and orders have the intended purpose of containing, mitigating and slowing the transmission of COVID-19, and include, among other things, social distancing measures, such as, limiting businesses, public events and recommending that individuals stay at home to reduce exposure to and transmission of COVID-19; and

WHEREAS, COVID-19 has severely impacted the local economy, resulting in thousands of employees working from home, the cancellation of numerous public events, significant

reductions in tourism and demand at restaurants, coffee shops, and other local businesses, increased employee lay-offs, and reduction in work-hours; and

WHEREAS, the social distancing and self-isolation mitigation measure needed to slow the spread of COVID-19 resulted in continued reductions in employment and household income, thereby leaving large numbers of residential tenants unable to pay rent and increasing the risk of eviction; and

WHEREAS, the economic impacts of COVID-19 have increased the risk of residential tenant evictions due to loss of income and/or employment, however, residential evictions would undermine the containment and mitigation measures needed to reduce the transmission of COVID-19; and

WHEREAS, residential tenant evictions would negate the ability of tenants to self-isolate, would increase their risk of contracting and/or spreading COVID-19, and would put them, and high-risk individuals (older adults and individuals with underlying medical conditions), at greater risk from COVID-19; and

WHEREAS, Art. XI, Sec. 11 of the Washington State Constitution vests the City of Kenmore with broad police powers to “make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws”, including during public health emergencies and disasters; and

WHEREAS, RCW 38.52.070 establishes emergency and disaster response powers, and authorizes the City to, among other things, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster; and

WHEREAS, pursuant to such authority and Chap. 8.30 KMC, the City Manager issued and executed Proclamation 20-03, as amended by Proclamations 20-03.1-3.5, establishing a temporary moratorium on residential tenant evictions, with certain exemptions (“Residential Eviction Moratorium”), which the City Council ratified and adopted; and

WHEREAS, the COVID-19 pandemic has caused a sustained global economic slowdown, and an economic downturn throughout Washington State with unprecedented numbers of layoffs and reduced work hours for a significant percentage of the workforce due to substantial reductions in business activity impacting commercial sectors that support the State’s economic vitality; and

WHEREAS, many people in the workforce have been and continue to be impacted by layoffs and/or substantially reduced work hours, and are suffering economic hardship that has disproportionately affected low and moderate income workers resulting in lost wages and potentially the inability to pay for basic household expenses, including rent; and

WHEREAS, the inability to pay rent by these members of the workforce increases the likelihood of eviction from their homes, increasing the life, health and safety risks to a

significant percentage of people from the COVID-19 pandemic; and

WHEREAS, as of June 2, 2021, the CDC's "COVID Data Tracker" identifies that 592,232 Americans have died from COVID-19, with an additional 111,729 national cases in the last seven days, and in Washington, there have been 436,984 cases, with an additional 6,869 cases in the last seven days; and

WHEREAS, information from the Washington State Attorney General's Office identifies that because of the pandemic more than 1.6 million Washingtonians have filed unemployment claims and more than 180,000 have lost their jobs, and that the State has experienced the worst economic crisis since the Great Depression; and

WHEREAS, the King County Council adopted Ordinance 19118, which identifies that census data shows that more than "124,000 low-income households in King County are severely cost burdened. Of these, 88 percent, or 109,700 households, earn 50 percent or less of area median income, meaning the county's poorest residents struggle most with housing costs" and that "communities of color and renters are disproportionately likely to be severely cost burdened, paying more than half of their income toward housing costs"; and

WHEREAS, only 57% of renters can afford a \$400 unexpected expense based on the Board of Governors of the Federal Reserve System's "Report on the Economic Well-Being of U.S. Households in 2019, Featuring Supplemental Data from April 2020"; and

WHEREAS, pursuant to provisions of the Washington state Residential Landlord-Tenant Act, Chapter 59.18 RCW, an owner may not evict residential tenants without a court order, which under RCW 59.18.380 may be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction. Providing additional defenses to eviction for certain causes resulting from the COVID-19 pandemic is necessary to protect public health, to support stable housing, decrease the likelihood that individuals and families will fall into homelessness and decrease exposure while the COVID-19 emergency exists; and

WHEREAS, in April 2021, the Washington state Legislature adopted Engrossed Second Senate Bill 5160 ("E2SSB 5160"), finding that the COVID-19 pandemic has led to unprecedented layoffs and reduced work hours for a significant percentage of the workforce, which has also disproportionately affected low and moderate-income workers resulting in lost wages and the inability to pay for basic household expenses, including rent. Accordingly, the Legislature established certain tenant protections and defenses, among other things, when it adopted E2SSB 5160; and

WHEREAS, the City Council finds that the COVID-19 emergency has not ended and the continued ability to self-isolate at home during this continued COVID-19 emergency is critical to containing, mitigating and reducing the transmission of COVID-19, and that residential tenant evictions severely undermine state and local emergency COVID-19 response efforts; and

WHEREAS, the City Council finds that extending the Residential Eviction Moratorium

will reduce economic hardship, housing instability, and related life, health, and safety risks to those members of our workforce impacted by COVID-19 layoffs and substantially reduced work hours, or who are otherwise unable to pay rent as a result of the COVID-19 pandemic; and

WHEREAS, the City Council finds that maintaining stable housing is a public health and economic imperative in the face of the ongoing COVID-19 pandemic, and that evictions during the pandemic could lead to increased homeless populations and crowding in shelters; and

WHEREAS, the City Council desires to avoid a large increase in evictions and homelessness due to the impacts of the COVID-19 pandemic, and finds it necessary to adopt and ratify the moratorium extension adopted under Emergency Rule 20-03.6, and to provide additional tenant protections and eviction defenses to households that have faced loss of income due to the Covid-19 pandemic;

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

Section 1. Incorporation of Recitals - Findings.

- A. The recitals set forth above are adopted and incorporated herein as if set forth in full as findings in support of this Ordinance.
- B. The recitals set forth in COVID-19 Pandemic and Public Health Emergency Rule 20-03.6, attached as Attachment 1, and incorporated by reference as if set forth in full, are adopted as findings in support of this Ordinance.

Section 2. Ratification & Adoption of Temporary Moratorium on Residential Evictions.

- A. The City Council hereby ratifies, confirms, and adopts the temporary moratorium on residential tenant evictions, and its extension through September 30, 2021, as set forth in Attachment 1, COVID-19 Pandemic and Public Health Emergency Rule 20-03.6.
- A.B. Any and all acts undertaken by City departments and staff consistent with Attachment 1 are ratified and authorized until such time as such proclamation has been rescinded or otherwise terminated by the City Manager or City Council.

Section 31. ~~Tenant protections and eviction defenses due to COVID-19 pandemic~~No Residential Eviction for Nonpayment of Rent that Became Due During the Civil Emergency or Where Tenant Has Applied for Rental Assistance.

- ~~(1)~~—A. In any action for unlawful detainer due to nonpayment of rent, it shall be a defense that the unpaid rent became due during the ~~public health~~Civil eEmergency and

was unpaid because of a substantial reduction in household income or substantial increase in expenses resulting from the Coronavirus (COVID-19) pandemic. This includes, but is not limited to, where, as a result of the COVID-19 pandemic, the tenant suffered a loss of employment or a reduction in hours, was unable to work because their children were out of school, was unable to work because they were sick with COVID-19 or caring for a household or family member who was sick with COVID-19, they were complying with a recommendation from a government agency to self-quarantine, including to avoid risk of medical complications to themselves or others, or they incurred substantial out of pocket medical expenses due to COVID-19. Any notice served on a residential tenant demanding rent that became due during the public health Civil eEmergency shall include the following statement in bold underlined 12-point type: **“You may not be evicted for rent that became due during the public health Civil eEmergency if the rent was unpaid because of a substantial reduction in household income or a substantial increase in expenses related to the Coronavirus pandemic. This does not relieve you of the obligation to pay back rent in the future.”** Nothing in this subsection shall relieve the tenant of liability for the unpaid rent.

B. In any action for unlawful detainer due to nonpayment of rent, it shall be a defense to eviction that the tenant has applied for rental assistance to cover the balance owed and is waiting for a final approval or processing of the payment. If the tenant’s application for rental assistance has been denied, the tenant may defend against the eviction if the tenant can demonstrate by preponderance of the evidence that the application was wrongfully denied and the tenant is seeking to have it reviewed by the appropriate agency.

C. When considering whether to apply the defenses to eviction established in Sections 3 and 5 of this Ordinance, and fashioning any remedy, the court should balance the equities of the parties and consider material impacts to the owner as well as to the tenant. It is not the intent of this ordinance to limit a court in weighing all legal and equitable defenses in unlawful detainer cases that include the defense to eviction provided herein. It is further understood that a court will consider the totality of circumstances in determining liability in an unlawful detainer action.

(2) —

SECTION 42. —Late Fees and Other Charges Prohibited. Consistent with Engrossed Second Substitute Senate Bill 5160, Notwithstanding any lease provision to the contrary, a landlord for residential tenancies, shall not charge or impose any no-late fees or other charges against any tenant arising out of for the nonpayment of rent, including those incurred for the

~~collection of such rent, may be imposed against any tenant for rent~~ that became due between March 1, 2020, and six months following the expiration of the Governor's eviction moratorium, as defined in Section 2 of E2SSB 5160~~during the Civil Emergency.~~

SECTION 53. Landlord Certification of Rental Assistance Programs Required.

~~A. No~~ A. ~~Landlords are prohibited from seeking or enforcing, or threatening to seek or enforce, may undertake~~ any collection activity against a tenant for any unpaid rent that became due during the public health emergency~~Civil Emergency~~, unless the landlord has made good faith efforts to obtain rental assistance through any available resources, including the Landlord Mitigation Fund under RCW 43.31.605, the Limited Landlord Relief Program operated by the Washington State Department of Commerce, the King County Eviction Prevention and Rental Assistance Program, or any other resources provided by federal, state, or local government.

A.

B. For the duration of the Civil-public health e~~Civil~~Emergency, prior to issuing any eviction notice to ~~evict~~remove the tenant for rent owed, the landlord shall serve along with the eviction or termination of tenancy notice a certification form indicating the landlord has applied for such programs and has been denied access to available programs for reasons outside the landlord's control, ~~or~~ the landlord is ineligible for such programs, or was denied the rental assistance. The certification form shall substantially comply with the following form:

LANDLORD'S CERTIFICATION

I, the landlord, certify under penalty of perjury that I have accessed or attempted to access the following programs but was either denied or am not eligible.

Landlord Mitigation Fund under RCW 43.31.605

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Limited Landlord Relief Program operated by the Washington State Department of Commerce

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

King County Eviction Prevention and Rental Assistance Program

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Other program: _____

- ☐ Denied
- ☐ Ineligible
- ☐ Other _____

Signed on _____, 202_ in _____, ____ by:

Landlord/Landlord's Agent

C. Failure to provide a certification in conformity with this section or to make good faith efforts to access rental assistance programs shall be a defense to an eviction under RCW 59.12.030(3).

C.

D. For purposes of this Section 53, "collection activity" includes attempts to collect, or threats to collect, through a collection agency, by filing an unlawful detainer or other judicial action for a monetary judgment, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means.

SECTION 4. Extension of moratorium on evictions. (1) Until after September 30, 2021, a landlord shall not seek to remove a tenant from a residential property unless the landlord attaches an affidavit with eviction or termination of tenancy notice attesting that the action is necessary to respond to a significant and immediate risk to the health, safety, or property of others created by the resident. For purposes of this Proclamation, a "significant and immediate risk to the health, safety, or property of others created by the resident" (a) is one that is described with particularity; (b) as it relates to "significant and immediate" risk to the health and safety of others, includes any behavior by a resident which is imminently hazardous to the physical safety of other persons on the premises (RCW 59.18.130 (8)(a)); (c) cannot be established on the basis of the resident's own health condition or disability; (d) excludes the situation in which a resident who may have been exposed to, or contracted, the COVID-19, or is following Department of Health guidelines regarding isolation or quarantine; and (e) excludes circumstances that are not urgent in nature, such as conditions that were known or knowable to the landlord, property owner, or property manager pre-COVID-19 but regarding which that entity took no action.

SECTION 5. Early termination of rental agreements. Any tenant falling behind on rent due to the reasons set forth in Section 1 of this Ordinance may terminate a tenancy without additional penalties and with the tenant owing rent through the month in which the tenant vacates the dwelling unit.

Section ECTION 66. Definitions. For purposes of this Ordinance, the following definitions shall apply:

A. “Public health ~~Civil~~ emergency” shall be defined as set forth in Section 2 of E2SSB which refers to the Governor of the State of Washington’s Proclamation 20-05, proclaiming a ~~s~~State of ~~e~~Emergency for all counties throughout Washington State on February 29, 2020 and any subsequent orders extending or amending such Civil Emergency due to COVID-19 until the proclamation expires or is terminated such ~~Civil Emergency is ended~~ by the Governor of the State of Washington.

1) —

2) —

B. “Landlord” shall have the same definition as defined that found in RCW 59.18.030(15) and RCW 59.20.030(6).

3) —

4) — “Rent” shall have the same definition as RCW 59.18.030(28).

C. —

5) —

6) D. “Tenant” shall mean refer to any person individual renting a dwelling unit or lot primarily for living or dwelling purposes, including any person one’s with a tenancy subject to RCW 59.18 and RCW 59.20.

~~Section 74.~~ **Severability.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances shall not be affected and shall be in full force and effect.

~~Section 85 .~~ **Emergency dDeclared — effective iImmediately—effective.** The City Council finds ~~as a fact~~ and declares that an emergency exists for the reasons stated herein and that this ordinance is necessary for the immediate preservation of public peace, health, or safety, and shall take effect immediately.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
 ___ DAY OF _____, 2021.

CITY OF KENMORE

ATTEST/AUTHENTICATED:

David Baker, Mayor

Anastasiya Warhol, City Clerk

Approved as to form:

Dawn Reitan, City Attorney

Filed with the City Clerk: _____, 2021
Passed by the City Council: _____, 2021
Ordinance No.
Date of Publication: _____, 2021
Effective Date: _____, 2021

Email Comments Received 6/9/21 from Katie Wilson, Transit Riders Union

Thank you all for the opportunity to give feedback on the proposed language. Here are the parts we're concerned about:

In [Section 3, Part C](#): *When considering whether to apply the defenses to eviction established in Sections 3 and 5 of this Ordinance, and fashioning any remedy, the court should balance the equities of the parties and consider material impacts to the owner as well as to the tenant. It is not the intent of this ordinance to limit a court in weighing all legal and equitable defenses in unlawful detainer cases that include the defense to eviction provided herein. It is further understood that a court will consider the totality of circumstances in determining liability in an unlawful detainer action.*

And similar language in [the moratorium](#): *When considering whether to apply the defense to eviction afforded in this subsection C and fashioning any remedy, the court should balance the equities of the parties and consider material impacts to the owner as well as to the tenant. It is not the intent of this emergency rule to limit a court in weighing all legal and equitable defenses in unlawful detainer cases that include the defense to eviction provided herein. It is further understood that a court will consider the totality of circumstances in determining liability in an unlawful detainer action.*

After talking again with Edmund, I think our recommendation is to simply strike this language as unnecessary and counterproductive. We don't think you need to replace it with anything— the Seattle ordinance passed on Monday didn't include anything like this. (I'm pasting the full text that was added to Seattle's Municipal Code below.)

The problem is that the language is basically saying - "Hey, Courts, if you don't want to apply this law because you feel bad for the landlord, then don't!"

The language doesn't tell a court even how they should make that assessment and what would constitute a hardship. This effectively leaves the court to make it up on the spot.

We don't think this is a situation where "equitable balancing" language is necessary or helpful, since the intent of the ordinance is to provide tenants with a defense to eviction and to push landlords towards seeking rental assistance instead. A landlord is suing the tenant for rent and the City is saying to get rental assistance from one of many government programs. What would it mean for a landlord to experience hardship by having to get paid?

Katie

Addition to Seattle's Municipal Code creating a defense to eviction:

10.

a. Subject to the requirements of subsection 22.206.160.C.10.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 22.206.160.C.10.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 22.206.160.C.10.a.1 or subsection 22.206.160.C.10.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.



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June 9, 2021

Mayor David Baker
Kenmore City Council
18120 68th Ave. NE
Kenmore, WA 98028

RE: Ordinance 21-0525

Dear Mayor Baker and Kenmore City Council,

Today, I write regarding proposed Ordinance 21-0525, to express concerns and provide some context with certain provisions included in the draft ordinance.

First, while I believe the intention is to extend the moratorium on eviction through September 2021, I ask you to consider limiting any extension to nonpayment of rent only. The circumstances under which the underlying moratorium was enacted are vastly different today than they were in the 2nd quarter of 2020. It is unnecessary to continue to permit tenants to violate the use and quiet enjoyment requirements of the Residential Landlord Tenant Act to the detriment of their neighbors.

In addition to this, the state passed ESHB 1236 in the 2021 Legislative session. This bill requires “good cause” to terminate a lease, thereby eliminating any issues around “arbitrary evictions.” No other state in the country maintains a moratorium on evictions where they also have just cause eviction.

Therefore I ask that section 2 be amended and limited to a prohibition on evictions for nonpayment of rent only.

Second, I believe the defense to eviction language in section 3 requires further limitations some requirement of proof on the part of the tenant. AS we continue to emerge from the pandemic and life returns to a new normal, some of the provisions listed are not directly related to COVID, and as was made clear by councilmembers in the city of Seattle, these broad moratoria are ripe for legal challenge.

I suggest that in order to offset the burden placed exclusively on the shoulders of landlords, that the city set aside some funding for rental assistance to support both tenants and landlords in this recovery.

Finally, I'd like to provide some context on the mitigation programs that exist that the State level and those mentioned in the proposed ordinance and possible rental assistance opportunities. None of the mitigation funds

authorized by RCW 43.31.605 are rental assistance. They are mitigation funds for damages accrued during the tenancy.

- The [landlord mitigation fund](#) is limited to \$5,000 where a subsidized tenancy has ended and left damages, including unpaid rent. This program is not ongoing rental assistance.
- The [Limited Landlord Relief Program](#) is only available where the tenant has vacated or abandoned the premises or has defaulted on a payment plan. This is not an ongoing rental assistance program.
- The [King County Eviction Rental Assistance Program](#) has already closed applications to Large Landlords and is requiring small landlords to apply through their tenants. Landlords are no longer eligible to apply for rental assistance through the program.

In addition to the above, State law cannot require a landlord to apply for and accept funding that is below the amount of rent and other fees owing by the tenant to the landlord. This is a taking under the United States and Washington Constitutions in its purest form. Landlords may voluntarily waive rent or other amounts owing but, this cannot be a requirement of any State or local law.

The current draft of the ordinance mandates application to rental assistance programs, even where the rental assistance may not cover the entirety of the rent owing.

I suggest, as I did in my public testimony in May, the city put forth its own funds for rental assistance to mitigate the effects this pandemic has had on both tenants and landlords. Simply requiring landlords to shoulder the entirety of the burden is not legal in the long-term, nor a logical application of the governmental responsibility to citizens and businesses of the city of Kenmore.

Please let me know if you have additional questions regarding my comments above.

Sincerely,



Brett Waller
Director of Government Affairs
Washington Multi-Family Housing Association
brett@wmfha.org

cc: Debbie Bent



City of Kenmore, Washington

Memorandum

Date: June 11, 2021

To: Rob Karlinsey, City Manager

From: Jennifer Gordon, Public Works Operations Manager
Richard Sawyer, Environmental Services Manager

Regarding: Public Works Shop Site Selection Project Update

Background

After nearly twenty years of contracting for public works maintenance services with Lake Forest Park, the two cities parted ways after Lake Forest Park gave notice in 2018. In January of 2019, Kenmore began operating its own in-house public works operations department and based its operations in two temporary locations: the backside of the US Post Office building and the vacant lot at the northwest corner of 67th Avenue NE and Bothell Way. These locations are too small and do not adequately serve to meet the needs of the operation. The City has been in search of an adequate permanent site since Lake Forest Park gave notice in 2018.

Following two unsuccessful attempts to acquire property, the City Council directed staff to go back to the drawing board and revise the site selection criteria. The City Council assisted with this task by forming a sub-committee (Councilmembers Curtis, Srebnik, and O'Cain) to review and amend the site selection criteria. The sub-committee provided the revised site selection criteria to staff in the fall of 2020 with the intention for staff to interpret the Council sub-committee's revised criteria and create a new process for selecting a permanent location for the Public Works Maintenance and Operations Facility.

Using the Council sub-committee's revised criteria, staff began to develop the Public Works Site Selection Criteria and Process using a 5-phase approach that was presented to Council during the March 15, 2021 Council meeting. The 5-phase approach includes multiple public open houses to touch base with the community as well as check-ins and discussion with the City Council during public meetings that will include a designated comment period, so the public has several opportunities to provide feedback throughout the entire selection process.

The Council made some minor tweaks to staff's draft proposal presented during the March 15, 2021 meeting which have been incorporated into the attached finalized Public Works Site Selection Criteria and Process.

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Council approved the Public Works Site Selection Criteria and Process at the April 19, 2021 Council Meeting.

Project Status and Update

Staff have completed evaluating properties through Phase 2 and have begun Phase 3. Per the approved process, staff will present results through Phase 3 and 4 to the public via two open house meetings to be held in July. Staff will present the results to Council on July 26th.

During Phase 2, staff became aware that one of the properties identified was being offered for sale. Staff has contacted the property owner and have subsequently entered into a purchase and sale agreement and are currently in a 60-day feasibility assessment period. Additionally, staff found that the adjacent vacant property also had a willing seller, which when combined with the property above may provide the City a potential site for a public works shop. As of the writing of this memo, the Council has authorized the City Manager to enter into a purchase and sale agreement with the property owner which includes a feasibility assessment period. The purchase and sale agreements for these properties do not obligate the City to purchase them; rather, the purchase and sale agreements give the City the ability to assess the conditions of the properties and their suitability for a public works facility. While the City is currently looking at the feasibility of the two properties mentioned above, staff will continue with the site selection evaluation process and will present Phase 3 and 4 as stated above.

Staff will provide results of the site selection process through Phase 3 on the project's webpage (www.kenmorewa.gov/PWFacility). Additionally, staff will provide status updates on the project webpage regarding the 60-day feasibility study for the properties under consideration, which include: 6450 NE 202ND ST, 6506 NE 202ND ST, and 6520 NE 202ND ST.

Finally, staff will be presenting all information to the Council during the July 26th meeting.