



City of Tacoma
Office of the City Clerk

June 23, 2023

Honorable Mayor Woodards and
Members of the City Council

SUBJECT: Citizens' Initiative Measure No. 2023-01 – Landlord Fairness Code: A
Tenant Bill of Rights

Please be advised that the Pierce County Auditor has found that the petition entitled “Landlord Fairness Code: A Tenant Bill of Rights” contained the necessary 4,207 signatures, which have been verified as to sufficiency. In accordance with City Charter Section 2.19(i), the number of valid signatures represents 10 percent of the total number of votes cast in the last election for the office of the Mayor (November 2021).

Attached is a copy of the letter from the Pierce County Auditor's Office confirming the number of valid signatures on the petition, a copy of the initiative petition filed in this office, and a copy of the section from the City Charter relating to the initiative petition process.

In accordance with Section 2.19 of the City Charter of the City of Tacoma, I submit this matter to you.

Respectfully submitted,

Doris Sorum
City Clerk

Attachments:
Pierce County Auditor's letter
Initiative Petition
City Attorney's Letter
City Charter excerpt



Auditor's Office
2401 S. 35th St., Rm 200
Tacoma, WA 98409

Election Center
2501 S. 35th St., Ste. C
Tacoma, WA 98409



Auditor's Office
253-798-7427

Elections
253-798-VOTE (8683)



Website
PierceCountyAuditor.org

Email
Auditor@PierceCountyWa.gov

Doris Sorum
City of Tacoma Clerk
747 S. Market St, Room 220
Tacoma, WA 98402

RE: Landlord Fairness Code: A Tenant Bill of Rights Petition

Dear Clerk Sorum:

We have completed checking the petition pages submitted to our office on June 20, 2023. A total of 1,232 pages were submitted. The signature verification process began June 22, 2023.

It was determined the petition contained 4523 valid signatures.

To place this item on the ballot, it is the responsibility of the city to call for the election and to take all necessary actions. The deadline to place an issue on the November 7, 2023 ballot is August 1, 2023.

If you have any questions regarding this petition, please don't hesitate to contact me at 253-798-2146.

Sincerely,

A handwritten signature in cursive script that reads "Kyle Haugh".

Kyle Haugh, JD, MPA, CERA
Pierce County Elections Manager

A CITIZEN PETITION
TO ADOPT THE

Landlord Fairness Code: A TENANT BILL OF RIGHTS

FOR SUBMISSION TO THE TACOMA CITY COUNCIL
To Doris Sorum, City Clerk,
City of Tacoma: We, the undersigned citizens and legal voters of Tacoma, Washington, respectfully direct that the proposed measure known as Citizens' Initiative Measure No. 2023-01 entitled:

Citizens' Initiative Measure No. 2023-01 concerns enacting rental requirements for landlords and rental rights for tenants.

This measure would require landlords to comply with health and safety laws before raising rent or evicting a tenant; set limits on certain rental fees; require landlords provide two notices to increase rent and offer relocation assistance when the increase is 5% or more; create a defense against certain student/schoolyear evictions, evictions between November 1 and April 1, and evictions against servicemembers, seniors, families and others with protected status under the measure; and provide penalties and enforcement mechanisms,

a full true and correct copy of which is printed on the reverse side of this petition, be transmitted to the City Council of the City of Tacoma, and we respectfully petition the City Council to enact said proposed measure into law; and each of us for himself or herself says: I have personally signed this petition; I am a legal voter in the State of Washington in the city written after my name, my residence address is correctly stated, and I have knowingly signed this petition only once.

Warning: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor. By signing this petition, your information written below is subject to disclosure.

**City of Tacoma Voters
please sign this initiative petition.**

Signature (as registered)	Print Name Here (for identification purposes)	Street Address (where registered to vote - No PO Boxes)	City & Zip Code	Phone	Email	Date
1						
2						
3						
4						
5						
6						
7						

BE IT ENACTED BY THE PEOPLE OF THE CITY OF TACOMA
A new chapter is to be added to the Tacoma Municipal Code, providing as follows:

PART ONE
FINDINGS

Section 1. Findings.

1. The people of the City of Tacoma hereby adopt this citizen initiative for the purpose of protecting families and tenants and reducing homelessness. This measure is intended to:

- require landlords to comply with tenant protection laws before raising rent or evicting a tenant;
- prohibit unfair or excessive fees;
- require landlords to provide notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate;
- prohibit certain student/school-year evictions, cold-weather evictions, and evictions based upon a tenant's status as servicemember, first responder, senior, family member, health care provider, or educator; and
- provide penalties and other enforcement mechanisms.

2. This measure is designed to protect families, promote community, stabilize the rental market, and reduce homelessness. It is Tacoma's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within the City. The regulations contained in this initiative balance the needs of the landlord, tenant, and Tacoma while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. Providing housing for Tacoma residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken.

PART TWO
ADOPTING THE LANDLORD FAIRNESS CODE

Section 2. Adopting Landlord Fairness Code.

Through this initiative, the people of the City of Tacoma adopt the following Landlord Fairness Code to protect tenants in our City, as further outlined in this initiative:

- Landlords must comply with tenant protection laws before raising rent or evicting a tenant.
- Landlords must not charge unfair or excessive fees.
- Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.
- Landlords are prohibited from carrying out student/school-year evictions, cold-weather evictions, and evictions based upon a tenant's status as a servicemember, first responder, senior, family member, health care provider, or educator.
- It shall be a defense to eviction for a landlord to be in violation of the Landlord Fairness Code as set forth herein.

Section 3. Landlords must comply with tenant protection laws.

- Landlords must comply with all tenant protection laws. Landlords in violation of such laws may not increase rent or evict a tenant, as provided in this section.
- A landlord shall be prohibited from increasing a tenant's rent if:
 - the landlord is determined to be in violation of tenant protection laws related to health and safety, according to the procedures detailed in TMC 2.01.050; or
 - the dwelling unit has defective conditions making the dwelling unit uninhabitable, if a request for repairs to make the dwelling unit habitable has not been resolved, or the landlord is otherwise in violation of RCW 59.18.060, as it exists or may be amended. If the tenant believes the dwelling unit has defective conditions making the unit uninhabitable or in violation of RCW 59.18.060, the tenant shall notify the landlord in writing as required by RCW 59.18.070, specifying the premises involved; the owner's name, if known; and the nature of the defective condition before the effective date listed in the notice of rent increase. Once such notice of defective condition is provided, the landlord must remedy the defective condition and provide notice of such remedy to the tenant and the City before rent may be increased.
 - It shall be a defense against eviction that the landlord is, at time of eviction, in violation of tenant protection laws related to health and safety, pursuant to the procedures set forth in paragraph 2 of this section.

Section 4. Landlords must not charge unfair or excessive fees.

- Landlords are prohibited from charging tenants "unfair or excessive fees." As used in this section, "unfair or excessive fees" means any of the following:
 - Any rental application fees not complying with RCW 59.18.257.
 - Any non-refundable fee charged at the beginning of the tenancy, including but not limited to a fee to hold a unit prior to the tenant taking possession, except as specifically allowed in this section or that is specifically allowed under state law.
 - A pet damage deposit exceeding 25% of one month's rent or where the landlord may retain any part of the pet deposit exceeding the actual costs of repairing the pet damage.
 - Move-in fees that in total exceed the first month's rent. If a tenant pays a portion of rent and the remainder is covered by a subsidy, "first month's rent" includes both the tenant's payment and subsidy.
 - Any fee or charge for late payment of rent exceeding \$10.00 per month or that are paid or charged after the end of the tenancy, except as required by State or Federal law.
- Any rental agreement shall be deemed void to the extent it requires payment of fees prohibited by this section. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

Section 5. Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.

- As a precondition to raising rent, a landlord must provide the tenant with two notices of the rent increase. The first notice must be provided between 210 and 180 days before the rent increase is to take effect. A second reminder notice must be provided between 120 and 90 days before the rent increase is to take effect.
- The notice shall be in a form established by the City of Tacoma, which must include the actual dollar amount of the new rent or rent increase, a description of the rental relocation assistance program and how the relocation assistance payment will be calculated, if applicable, and must be served in accordance with RCW 59.12.040.
- This section shall not apply to an administrator of a rental subsidy when the administrator is notifying the tenant of a change in the tenant's portion of the total rent and the remaining portion of the rent is paid by subsidy such as a housing voucher.
- At any time after receiving the 180-day notice of a rent increase of 5% or more, a tenant deciding to relocate rather than paying

the rent increase may send the landlord a request for relocation assistance. Within 30 days of receiving such request, landlords must pay the relocation assistance to tenant. Payment of relocation assistance shall be per dwelling unit, not per person, and shall be split evenly among all the tenants.

- The tenant relocation assistance amounts shall be equal to two months of rent. However, if the notified rent increase is over 7.5%, the relocation assistance shall be equal to two and a half months of rent, and if the notified rent increase is over 10%, the relocation assistance shall be equal to three months of rent. This scale is adopted in recognition of the additional time required to find replacement housing when a tenant's current rent is below market rate. Tenant relocation assistance shall be calculated based upon the rent in effect at the time of the 180-day notice.
- Landlords shall provide copies of the request for relocation assistance and confirmation of payment to the Landlord-Tenant Coordinator or other city designated official.
- In the event that the tenant is unable to relocate and remains in the dwelling unit at the increased rent, the tenant must repay the relocation assistance.
- The requirement to pay tenant relocation assistance will not apply to: (a) a landlord and tenant living on the same site if the site has four or fewer dwelling units; (b) tenants who have lived in the dwelling unit for less than six months; (c) a landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active duty military service.

Section 6. Landlords are prohibited from carrying out student/school-year, and cold-weather evictions.

- Except as provided in subsection 4, it shall be a defense to eviction if the eviction qualifies as a student/school-year eviction or a cold-weather eviction.
- An eviction qualifies as a student/school-year eviction if it would require the tenant to vacate their dwelling unit during the school year and the tenant or any resident of the dwelling unit is:
 - A child or student;
 - A person having legal custody of a child or student, including but not limited to the child's or student's parent, step-parent, adoptive parent, guardian, foster parent, or custodian; or
 - An educator.
- An eviction qualifies as a prohibited cold-weather eviction if it would require the tenant to vacate their dwelling unit between November 1 and April 1.
- This section does not apply and prevent an eviction if the reason for termination of the tenancy is due to (1) the following conditions described in TMC section 1.95.070C: (a) subsection (7)(d) (owner or family to occupy the unit); (b) subsection (7)(h) (condemnation or uninhabitability); (c) subsection (7)(i) (desire for roommate to vacate); (d) subsection (7)(p) (sexual harassment by tenant); (2) the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW; (3) maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5); or (4) because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner.

Section 7. Prohibiting evictions based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

- The people of Tacoma hereby declare their intent to outlaw discriminatory evictions against members of the military, first responders, seniors, family members, health care providers, and educators. Additional protection is provided to these groups of tenants because they serve an essential role in our community, they have been subject to documented discrimination in the rental housing market, or they are likely to face discrimination in the rental market.
- It shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant based upon the tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.
- To carry out the policy protecting family members, it shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant or the tenant's immediate family members based upon a tenant's immediate family members residing in the unit, absent a violation of occupancy limits under federal, state, or local law.

PART THREE

ADOPTING PENALTIES FOR VIOLATION AND PROCEDURES TO PROTECT THE RIGHTS OF LANDLORDS AND TENANTS

Section 8. Adopting penalties and procedures.

- Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in Pierce County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, costs, reasonable attorney's fees, and expenses.
- A landlord who violates this chapter shall also be liable for penalties of not less than \$500 and up to five times the monthly rent of the dwelling unit at issue, per violation. If the violation constitutes failure to pay a valid request for relocation assistance, the penalty shall be no less than three times the relocation assistance. If the violation constitutes imposition of a monthly or periodic rent that is illegal under this chapter, the penalty shall be no less than three times the monthly or periodic rent.
- Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.
- A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants.
- A landlord may seek a court order allowing a particular eviction or exempting them from a provision of this chapter if they can show that a provision of this chapter, if fully enforced, would constitute either (a) an undue and significant economic hardship, or (b) a takings under the United States or Washington State constitutions, or (c) that the chapter as applied is preempted by federal or state law.
- Retaliation and retaliatory evictions constitute a violation of this ordinance and subject to all remedies provided in this section.
- Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.
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PART FOUR
DEFINITIONS

Section 9. Definitions.

For the purposes of this Chapter:

"Child" or "student" means any person either under the age of 18 years or currently enrolled in a school.

"Dwelling unit" or "unit" is a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences, units of multiplexes, units of apartment buildings, mobile homes, and mobile home lots.

"Educator" means any person who works at a school as an employee or independent contractor of the school or its governing body, including but not limited to all teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.

"Eviction" or "evict" is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease, or seeking a mutual termination agreement.

"Immediate family" includes: spouse, domestic partner, or partner in a committed intimate relationship; and parents, grandparents, children, grandchildren, siblings, nieces, and nephews, whether related by blood, marriage, domestic partnership, or committed intimate relationship.

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

"Move-in fees" include all charges imposed by the landlord on a tenant prior to taking possession of a dwelling unit, or as a condition of maintaining residency, including but not limited to fees required to apply for tenancy (including processing fees and credit and background check charges), security deposits, prepayment of rent (e.g., "last month's rent"), but excluding a valid pet fee.

"Mutual termination agreement" means any agreement by a landlord and tenant to terminate a tenancy.

"Rent" means any recurring or periodic payments for the use and occupancy of the dwelling unit, which may include utilities. Rent does not include any non-recurring charges such as late fees, notice fees, attorney's fees, court costs, damages, or other fees.

"Rental agreement" means all agreements by the tenant which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

"Retaliatory eviction" is an eviction in response to a tenant's assertion of rights or protections afforded under this chapter or another tenant protection law.

"Retaliation" has the same meaning as "reprisal or retaliatory action" under RCW 59.18.240.

"School" means any child care, early childhood education and assistance program, or head start facility, and any public, private, or parochial institution that provides educational instruction in any or all of the grades and age groups up to and including twelfth grade, except this grade limitation shall not apply to special education students where the education plan extends beyond the twelfth grade.

"School year" means the period from (and including) the first day of the academic year to the last day of the academic year, as set by Tacoma Public Schools, or its successor, on its calendar for first through twelfth grade students. If for those grades there are multiple dates for the first day or last day of the academic year, the earliest and latest dates, respectively, shall define the period.

"Tenancy" refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.

"Tenant" is any person who occupies a dwelling unit primarily for living or dwelling purposes.

"Tenant protection laws" includes this chapter, RCW 59.18.060, RCW 59.18.240, and any other federal, state, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter.

PART FIVE
MISCELLANEOUS PROVISIONS

- Nothing in this chapter eliminates a tenant's rights under a rental agreement, including the right to civil relief if a landlord terminates a rental agreement before its expiration.

- All written notices required under this chapter must be served in a manner consistent with RCW 59.12.040.

- The provisions of this chapter may not be waived, and any term of any rental agreement, contract, mutual termination agreement, or other agreement which purports to waive or limit a tenant's substantive or procedural rights under this chapter are contrary to public policy, unenforceable, and void. A landlord may not coerce a tenant to sign a mutual termination agreement. If a tenant has agreed to terminate a tenancy, whether within a rental agreement, in a separate termination agreement, or otherwise, the tenant may rescind such agreement to terminate: (a) within ten business days after signing the agreement by delivering written notice of rescission to the landlord; or (b) by delivering written notice of rescission to the landlord at a later time, if the tenant agreed to terminate without representation by an attorney or other tenant advocate or outside of a proceeding mediated by a neutral third party. Nothing in this paragraph shall be interpreted or applied so as to create any power or duty in conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this paragraph.

- The provisions of this chapter are declared to be separate and severable. If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect without the invalid provision or application. All provisions in this chapter should be read in harmony with state and federal law, and if there is any question or conflict between Tacoma and state law, state law will apply if a provision or its application is declared invalid due to preemption by state or federal law, then the remainder shall remain valid.

- Any ambiguity in this chapter shall be construed in favor of the tenant. Statements that non-compliance with certain provisions constitutes a violation of this chapter and/or are subject to penalties are provided for emphasis only and such statements shall not be construed to mean that non-compliance with other provisions does not constitute a violation subject to penalties.

- The subject of this initiative is reducing homelessness by regulating the housing rental market.

- This Act shall be known as the Tacoma Landlord Fairness Code Initiative.



City of Tacoma
Office of the City Attorney

February 3, 2023

Ann Dorn
6701 East B Street
Tacoma, WA 98404
ann@tacomalegalcoach.com

Re: Initiative Petition Landlord Fairness Code V1 – Initiative 2023-01

Dear Ms. Dorn:

The City Clerk received your proposed initiative petition on January 23, 2023. The proposed initiative petition was forwarded to my office on January 24, 2023, to review the petition to determine if it is proper in terms of form and style as required under Tacoma City Charter Section 2.19(c), and then write the official ballot title as required by City Charter and state law. After speaking with you, Ty Moore, and Knoll Lowney on January 30, 2023, I have agreed to provide you with the ballot title now and then you agreed to file the draft petition with the City Clerk shortly thereafter.

The official ballot title reads as follows:

CITY OF TACOMA CITIZENS’ INITIATIVE MEASURE NO. 2023-01

Citizens’ Initiative Measure No. 2023-01 concerns enacting rental requirements for landlords and rental rights for tenants.

This measure would require landlords to comply with health and safety laws before raising rent or evicting a tenant; set limits on certain rental fees; require landlords provide two notices to increase rent and offer relocation assistance when the increase is 5% or more; create a defense against certain student/schoolyear evictions, evictions between November 1 and April 1, and evictions against servicemembers, seniors, families and others with protected status under the measure; and provide penalties and enforcement mechanisms.

Should this measure be enacted into law?

Yes

No

Ann Dorn
February 3, 2023
Page 2

The official ballot title for the initiative petition will be filed with the City Clerk today.

Nothing contained herein should be construed as a comment upon the legal sufficiency of the content of the proposed ordinance.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "William Fosbre". The signature is written in a cursive, flowing style.

WILLIAM FOSBRE
City Attorney

WF/bn

cc: Doris Sorum, City Clerk

ordinance. All other ordinances shall take effect only after the expiration of ten days from publication, subject always to the provisions of this charter concerning referendum.

(Amendments approved by vote of the people November 2, 2004 and November 4, 2014)

Section 2.14 – No ordinance or section thereof shall be revised, reenacted or amended by reference to its title, but the ordinance or section to be revised, reenacted, or amended shall be reenacted at length as revised or amended. No ordinance or section thereof shall be repealed, suspended, or any person exempted from the provisions thereof, except by ordinance repealing the same.

Section 2.15 – All ordinances and their amendments shall be recorded in a book to be called the “Ordinance Record,” which record of each ordinance shall be authenticated by the signatures of the Mayor and the City Clerk.

Compilation and Codification of Ordinances

Section 2.16 – Within three years of the effective date of this charter, and at least every ten years thereafter, the Council shall arrange for the compilation or codification of the charter and all ordinances of a general, public, or permanent nature, or imposing a fine, penalty, or forfeiture, and shall file the same with the City Clerk. When adopted by the Council by ordinances, such codification shall become the official code of the City. All ordinances of like nature, not affecting private or contract rights passed prior to such adoption and not contained in such code, shall be deemed prima facie to have been repealed thereby.⁹

Penalties for Non-compliance with Ordinances

Section 2.17 – The Council may provide in any ordinance penalties for its violation; in the absence of a specific penalty provision for violation of an ordinance or a provision of this charter, such penalty shall be a fine of not to exceed three hundred dollars or imprisonment not to exceed ninety days, or both in the discretion of the court.

Powers of the People

Section 2.18 – Amendments to this charter may be submitted to the voters by the City Council or by initiative petition of the voters in the manner provided by the state constitution and laws.

(Amendment approved by vote of the people November 2, 2004)

Section 2.19 – Citizens of Tacoma may by initiative petition ask the voters to approve or reject ordinances or amendments to existing ordinances, subject to any limitation on topics in state law, by the following process:

- (a) The petitioners shall file an Initiative Petition with the City Clerk.
- (b) The City Clerk shall forward the petition to the City Attorney within one (1) working day of receipt.
- (c) Within ten (10) working days of receipt, the City Attorney shall review the petition and make contact with the petitioner as necessary, and if the petition is proper in terms of form and style, the City Attorney will write a concise, true, and impartial statement of the purpose of the measure, not to exceed the number of words as allowed under state law for local initiatives. The statement will be phrased in the form of a positive question.
- (d) The City Attorney shall file this concise statement with the City Clerk as the official ballot title.

⁹ See RCW 35.21.520 regarding procedures and requirements for Codification of Official City Code.

- (e) The City Clerk shall assign an initiative number to the ballot title and notify the petitioner that the ballot title becomes final and signature gathering may begin in ten (10) working days if there is no judicial review. Notification of the ballot title shall be posted at City Hall and on the City's web page.
- (f) Persons dissatisfied with the ballot title prepared by the City Attorney may seek judicial review by petitioning the Pierce County Superior Court within ten (10) working days of the notification of the ballot title having been posted as required under (e). The Court shall endeavor to promptly review the statements and render a decision as expeditiously as possible. The decision of the Court is final.
- (g) Petitions must include the final, approved ballot title, initiative number, the full text of the ordinance, or amendment to existing ordinance, that the petitioners seek to refer to the voters, and all other text and warnings required by state law.
- (h) Petitioners have one hundred and eighty (180) calendar days to collect signatures from registered voters.
- (i) The number of valid signatures shall be equal to ten percent (10%) of the votes cast in the last election for the office of Mayor.
- (j) The City Clerk shall forward the signatures to the County Auditor to be verified. Based on the Auditor's review, the City Clerk shall determine the validity of the petition. If the petition is validated, the City Council may enact or reject the Initiative, but shall not modify it. If it rejects the Initiative or within thirty (30) calendar days fails to take final action on it, the City Council shall submit the proposal to the people at the next Municipal or General Election that is not less than ninety (90) days after the date on which the signatures on the petition are validated.

(Amendments approved by vote of the people November 2, 2004 and November 4, 2014)

Section 2.20 – Citizens of Tacoma may ask that ordinances passed by the City Council, except for ordinances which take effect immediately as allowed in Section 2.13 of the Charter, or as otherwise prohibited by state law, be referred to the voters for approval or rejection by the following process:

- (a) The petitioners shall file a Referendum Petition with the City Clerk not later than ten (10) calendar days after the City Council approved the ordinance.
- (b) The filing of a Referendum Petition, and progression by the petitioners through the steps outlined as follows, causes the suspension of the effective date of the ordinance.
- (c) The City Clerk shall forward the petition to the City Attorney within one (1) working day of receipt.
- (d) Within ten (10) working days of receipt, the City Attorney shall review the petition and make contact with the petitioner as necessary, and if the petition is proper in terms of form and style, the City Attorney will write a concise, true, and impartial statement of the purpose of the measure, not to exceed the number of words as allowed under state law for local referendums. The statement will be phrased in the form of a positive question.
- (e) The City Attorney shall file this concise statement with the City Clerk as the official ballot title.
- (f) The City Clerk shall assign a referendum number to the ballot title and notify the petitioner that the ballot title becomes final and signature gathering may begin in ten (10) working days if there is no judicial review. Notification of the ballot title shall be posted at City Hall and on the City's web page.
- (g) Persons dissatisfied with the ballot title prepared by the City Attorney may seek judicial review by petitioning Pierce County Superior Court within ten (10) working days of the notification of the ballot title having been posted as required under (f). The Court shall endeavor to promptly review the statements and render a decision as expeditiously as possible. The decision of the Court is final.
- (h) Petitions must include the final, approved ballot title, referendum number, the full text of the ordinance that the petitioners seek to refer to the voters, and all other text and warnings required by state law.
- (i) Petitioners have thirty (30) calendar days to collect signatures from registered voters.