

City of Prosser
CITY COUNCIL
SPECIAL MEETING AGENDA
Council Chambers, 601 7th Street, Prosser WA 99350
Tuesday, April 7, 2015 at 7:00 P.M.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS

- a) **City Street Bond Presentation** (*City of Walla Walla*)

5. COUNCIL DISCUSSION

- a) **Village Park Cost Sharing Agreement.....Page 2**
- b) **Reserve Officer Compensation.....Page 11**
- c) **Administrative Policies Procedures.....Page 16**
- d) **West Benton Regional Fire Authority Interlocal Agreement.....Page 21**
- e) **Rental Inspection Fees Resolution and PMC 15.30 Amendment.....Page 26**

6. EXECUTIVE SESSION

RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

7. COUNCIL ACTION

- a.) **Approval of Settlement Agreement**

RECOMMENDATION: Approve Settlement Agreement.

8. ADJOURNMENT

**CITY OF PROSSER, WASHINGTON
AGENDA BILL**

<u>Agenda Title:</u> Review Draft Cost Sharing Agreement for Tree Removal with the Village Park Prosser Homeowners Association.		<u>Meeting Date:</u> April 7, 2015 <i>Special Meeting</i>	
<u>Department:</u> Administration	<u>Director:</u> Paul Warden	<u>Contact Person:</u> Paul Warden	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$63,649		<u>Account Number:</u>	
<u>Amount Budgeted:</u> \$63,649		<u>Name and Fund#</u> General Fund #001 \$50,000 (includes contribution from Association) Street Fund #102 \$13,649	
<u>Reviewed by Finance Department:</u> <i>Budget Amendment will be prepared if approved Typ</i>			
<u>Attachments to Agenda Packet Item:</u> 1. Draft Agreement			
<u>Summary Statement:</u> The attached agreement with the Village Park Prosser Homeowner's Association (Association) will allow the City to remove some or all of the trees along Wamba and OIE boarding the Empire Subdivision (AKA Village Park). The City/Association owns the trees in the City's right-of-way along the east side of Wamba Road and along the north side of OIE. Those trees are causing the sidewalks surrounding the Empire Subdivision to uplift. The majority of homeowners in the Empire Subdivision are poor and cannot afford to remove the trees to prevent further sidewalk damage. Historically the City and the adjacent homeowners share the cost of repairing defective sidewalks or taking action to prevent further damage to those sidewalks. Here the adjacent homeowner agrees that the best way to protect each party regarding the condition of the sidewalks surrounding the Empire Subdivision is to remove the trees surrounding the Empire Subdivision. The cost for removal is estimated as follows:			

\$35,000 General Fund
\$13,649 Street Fund
\$15,000 Village Park HOA

Consistent with or Comparison to:

n/a

Recommended City Council Action/Suggested Motion:

Review agreement and provide direction to administration whether to bring the agreement for final approval on April 14, 2015.

Reviewed by Department Director:



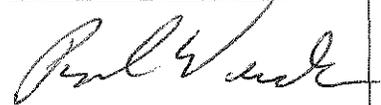
Date: 4-2-15

Reviewed by City Attorney:



Date: 3/31/15

Approved by Mayor:



Date: 4-2-15

Today's Date:

03/31/15

Revision Number/Date:

File Name and Path:

After recording return to:

1. Document Title: Cost Sharing Agreement
2. Reference Numbers of Documents Assigned or Released: n/a
3. Grantors: Village Park - Prosser Homeowners Association
4. Grantees: City of Prosser, Washington
5. Legal Description: Subdivision right-of-way along the east side of Wamba Road and the north side of OIE
6. Parcel Numbers: N/A

COST SHARING AGREEMENT

This Cost Sharing Agreement ("Agreement") is dated as of the ____ day of April, 2015 (the "Effective Date"), by and among the CITY OF PROSSER, a municipal corporation of the State of Washington (hereinafter "City"), and Village Park Prosser Homeowners Association, as Washington State Nonprofit Corporation (hereinafter "Association"). The City and Association are each hereinafter referred to as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, Association owns trees in the City's right-of-way along the east side of Wamba Road and along the north side of OIE; and

WHEREAS, Association's trees are causing the sidewalks surrounding the Empire Subdivision to uplift; and

WHEREAS, the majority of homeowners in the Empire Subdivision are poor and cannot afford to remove the trees in order to prevent further sidewalk damage nor can they afford to replace the uplifted sidewalks; and

WHEREAS, City and the adjacent homeowner typical share the cost of repairing defective sidewalks; and

CITY OF PROSSER AND THE VILLAGE
PARK PROSSER HOMEOWNERS TREE
REMOVAL AGREEMENT Page 1 of 6

WHEREAS, both Parties agree that the best way to protect each Party regarding the condition of the sidewalks surrounding the Empire Subdivision is to remove the trees surrounding the Empire Subdivision; and

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The City agrees to pay for and remove the trees surrounding the Empire Subdivision shown on Exhibit "A" attached hereto and incorporated herein as if fully set forth. The Parties acknowledge and agree that the City will hire a contractor to remove the trees. The parties further acknowledge that the budget for the removal of the trees is \$63,649.00 which included the contribution from the Association. In the event that the Contractor's bid exceeds \$63,649.00, then only a portion of the trees will be removed.

Nothing in this paragraph shall be interpreted to prevent the City from agreeing to change orders to account for unanticipated site conditions.

2. Association will pay to the City the sum of \$15,000.00 due and payable on or before ten days after the City awards the contract to remove all or a portion of the trees.

3. Venue for any dispute shall be in the Benton County Superior Court.

4. A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within thirty (30) days after the date of the written notice that the other Party has given to the breaching Party specifying the breach shall constitute a default by a Party, unless the Party receiving such written notice disputes the alleged breach. The exercise by either Party of any one or more of the remedies available to it shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.

5. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligation contained in this Agreement shall be binding upon the Parties and their respective successors and assigns.

6. Neither of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

CITY OF PROSSER AND THE VILLAGE
PARK PROSSER HOMEOWNERS TREE
REMOVAL AGREEMENT Page 2 of 6

7. The Parties acknowledge that they have been afforded an opportunity to consider this Agreement and the terms and conditions set forth herein, and that they have read and understood the terms of the Agreement and have been given an opportunity to consult with their respective counsel prior to executing this Agreement.

8. The undersigned covenant and represent that they are fully authorized to enter into and execute this Agreement.

9. This Agreement shall not be changed or amended unless such change or amendment shall be in writing and signed by authorized representatives of both Parties.

10. Each notice, request, demand, statement or routine communication allowed or permitted by this Agreement, or any notice or communication which either Party may desire to give to the other, shall be in writing and shall be considered as delivered when (a) hand-delivered, or (b) received by the other Party by certified United States mail or reputable overnight courier addressed to the other Party at its address indicated below or at such other address as either Party may designate for itself in a notice to the other Party.

Notice addressees:

To Association:

Village Park Homeowners Association
525 Cascade Court
PO Box 1737
Prosser, WA 99350
Attn: Paul Flores
Phone: (509) 786-7653
Fax: (509) 786-7615
Email: _____

To City:

601 7th Street
Prosser, Washington 99350
Attn: L. J. Da Corsi
Phone: 509-786-8201
E-mail: LJDacorsi@ci.prosser.wa.us

11. This Agreement is made in the State of Washington and shall be interpreted, governed by and construed in accordance with the laws and regulations of the State of Washington, without regard to principles of conflict of laws.

12. This Agreement shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement. Nothing in this Agreement shall be interpreted as restricting the City from making changes to the sidewalks or the adjacent right-of-way from which the trees are being removed.

13. No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any provision hereof shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereof. The rights and remedies provided by this Agreement shall be in addition to those rights and remedies available to the Parties in both law and equity.

14. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship, development agreement, or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or otherwise bind, the other Party.

15. Nothing in this Agreement shall be construed to excuse liability of the Association for its failure to maintain the sidewalks along the exterior of the Empire Subdivision.

City of Prosser:

By: _____

Name: Paul Warden

Title: Mayor

Attest/Authenticated:

Rachel Shaw, City Clerk

CITY OF PROSSER AND THE VILLAGE
PARK PROSSER HOMEOWNERS TREE
REMOVAL AGREEMENT Page 4 of 6

EXHIBIT "A"

TREE INVENTORY & LOCATION

WAMBA ROAD

- 21 STANDING TREES

O.I.E. - (from sidewalk ramp east to New Gate Drive and from New Gate Dr. east to property line)

- 73 STANDING TREES

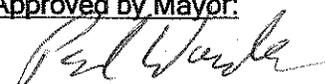
Figure 1: PROJECT LOCATION



Red Line Indicates Trees for Removal

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of Ordinance Regarding Compensation for Reserve Officers.		Meeting Date: April 7, 2015 <i>Special Meeting</i>	
Department: Police/Finance Departments	Director: Chief Giles Toni Yost	Contact Person: Chief Giles Toni Yost	Phone Number: (509) 786-2332
Cost of Proposal: \$		Account Number: 521-20-10	
Amount Budgeted: Will be funded using cost savings from overtime.		Name and Fund# 001 - General Fund	
Reviewed by Finance Department: <i>Tyr</i>			
Attachments to Agenda Packet Item: 1. Ordinance 15-_____			
Summary Statement: The Police Department would like to provide nominal compensation to partially reimburse reserve officers for their expenses for volunteering for the city.. The attached Ordinance provides nominal compensation on a per unit basis. For each unit worked, the officer will receive \$30 and each unit equals 2 hours. It is important to note that Reserves are not eligible for nominal compensation unless they first work four units. Reserve officers cannot be compensated for more than 30 units in a reporting period. This nominal compensation will be funded from the overtime budget in the Police Department. If Council finds this program acceptable, the Ordinance will be forwarded to the Department of Labor for their review and approval. Staff will bring their findings and the Ordinance to Council at a future meeting for approval.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Review and discuss proposed Ordinance and provided staff direction.			
Reviewed by Department Director:  Date: <i>3/31/15</i>	Reviewed by City Attorney:  Date: <i>3/31/15</i>	Approved by Mayor:  Date: <i>4-2-15</i>	

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____

AN ORDINANCE PROVIDING FOR NOMINAL COMPENSATION FOR RESERVE POLICE OFFICERS. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE, REPEALS RESOLUTION NUMBER 02-1151. PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER, SETS FORTH ITS EFFECTIVE DATE, AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, RCW 49.46.065 provides that persons who volunteer with a local governmental agency may be reimbursed a nominal amount of compensation per unit of volunteer service; and

WHEREAS, 29 Code of Federal Regulations Section 553.106(e) provides as follows:

(e) Individuals do not lose their volunteer status if they receive a nominal fee from a public agency. A nominal fee is not a substitute for compensation and must not be tied to productivity. However, this does not preclude the payment of a nominal amount on a "per call" or similar basis to volunteer firefighters. The following factors will be among those examined in determining whether a given amount is nominal: The distance traveled and the time and effort expended by the volunteer; whether the volunteer has agreed to be available around-the-clock or only during certain specified time periods; and whether the volunteer provides services as needed or throughout the year. An individual who volunteers to provide periodic services on a year-round basis may receive a nominal monthly or annual stipend or fee without losing volunteer status.

AND WHEREAS, 29 Code of Federal Regulations Section 553.106(f) provides as follows:

(f) Whether the furnishing of expenses, benefits, or fees would result in individuals' losing their status as volunteers under the FLSA can only be determined by examining the total amount of payments made (expenses, benefits, fees) in the context of the economic realities of the particular situation.

AND WHEREAS, [INSERT DEPT OF LABOR DETERMINATION ON THIS ORDINANCE]

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

Section 1. Prosser Municipal Code Section 3.52.040 is hereby established to read as follows:

3.52.040 Reserve Officers Compensation

A. Definitions. For the purposes of this section the following words are defined as follows:

1. "Reserve Officer" means any non-paid, except as provided for in this section, fully commissioned police officer who agrees to provide year-round volunteer services to augment and support other members of the Prosser Police Department. Their duties and responsibilities are the same as those paid personnel performing a similar function.

2. "Unit of Compensation" means any two hour block of time when a Reserve Officer performs Voluntary Service on behalf of the city.

3. "Voluntary Service" means that a Reserve Officer has volunteered to work any of the following police functions: a high school event, a special event, an emergency call-out, a training session, a court appearance, or any patrol shift.

B. Nominal Amount of Compensation. Each reserve officer shall perform four Units of Compensation each month without compensation before the Reserve Officer is entitled to compensation in accordance with this section. Each Reserve Officer shall to be compensated in the amount of \$30 for each Unit of Compensation up to a maximum of thirty Units of Compensation in any one month.

C. Record of Attendance. The Police Chief, or his or her designee, shall review, certify and submit to the Finance Department a monthly time accounting for each Reserve Officer who performs Voluntary Service. The Finance Department then, in conjunction with the next regular payroll cycle, shall determine the Nominal Amount of Compensation due to the Reserve Officer and issue a check to the Reserve Officer.

Section 2. Resolution number 02-1151 is repealed effective the effective date of this ordinance.

Section 3. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, sentence, clause, or phrase be held unconstitutional or invalid.

Section 4. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor, this ____ day of _____, 2015.

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form: 

CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE PROVIDING FOR NOMINAL COMPENSATION FOR RESERVE POLICE OFFICERS. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE, REPEALS RESOLUTION NUMBER 02-1151. PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER, SETS FORTH ITS EFFECTIVE DATE, AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2015

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON
AGENDA BILL

Agenda Title: Consideration of an Ordinance Establishing Procedures for the Adoption of Administrative Policies.		Meeting Date: April 7, 2015 <i>Special Meeting</i>	
Department: Administration	Director: Paul Warden	Contact Person: Paul Warden	Phone Number: (509) 786-2332
Cost of Proposal: \$0		Account Number:	
Amount Budgeted: \$0		Name and Fund#:	
Reviewed by Finance Department: <i>Ty</i>			
Attachments to Agenda Packet Item: 1. Ordinance 15-_____			
Summary Statement: It is the responsibility of the Mayor/City Administrator to establish policies that implement Council action. The attached ordinance establishes approved procedures to ensure these administrative policies are created and maintained in a consistent manner. These procedures include a notification process for staff. For rules affecting the public, notice is also provided to the community by posting a notice of concerning the rule on the City's website and on the notice board outside City Hall. The City Council and certain City boards and commissions also have the authority to adopt rules including, but not limited to, rules of parliamentary procedure.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Review and Discuss proposed Ordinance. Provide staff direction regarding requested changes.			
Reviewed by Department Director: <i>Paul Warden</i>	Reviewed by City Attorney: 	Approved by Mayor: <i>Paul Warden</i>	
Date: 4-2-15	Date: 3/30/15	Date: 4-2-15	
Today's Date: March 27, 2015	Revision Number/Date:	File Name and Path:	

**CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 15-_____**

AN ORDINANCE ESTABLISHING UNIFORM PROCEDURES FOR THE ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, EXECUTIVE ORDERS, AND PUBLIC RULES AND REGULATIONS. THIS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, It is the responsibility of the Mayor to implement the policy of City Council; and

WHEREAS, Administrative policies and procedures, departmental policies and procedures, executive orders, and public rules and regulations are tools the Mayor can use to ensure the Council's policy is implemented and a way communicate these policies expectations to staff; and

WHEREAS, It is important to establish uniform procedures for the adoptions and maintenance of these policies and procedures;

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

Section 1. Definitions.

A. "Administrative Policies and Procedures" are used by City departments to inform other departments and staff of policies and procedures for the direction and management of Citywide operations.

B. "Departmental Policies and Procedures" are used to inform and provide direction for internal departmental management and operation of City departments. They affect primary or exclusively single departments or divisions.

C. "Executive Orders" are issued from time to time formalizing specific mayor or city administrator decisions.

D. "Public Rules and Regulations" as required by the Prosser Municipal code, are any department order, directive or regulation of general applicability, and (1) the violation of which subjects a person to a penalty; or (2) which subjects a person to a payment of a fee; or (3) which establishes, alters, or revokes any procedure, practice or requirement relating to departmental hearings; or (4) which establishes, alters, or revokes any qualifications or standards for the issuance, suspension or revocation of licenses to pursue any commercial activity, trade or profession as may be otherwise defined by the Prosser Municipal code.

Section 2. Approval Process for Administrative or Departmental Policies and Procedures.

Policies and procedures (administrative or departmental) may be initiated by department directors, supervisors, the Mayor or City Administrator. Copies of the proposed policy and procedure shall be provided to all affected departments and personnel for review and comment prior to final adoption. Unless otherwise stated, policies and procedures are effective 7 days after being signed by the Mayor or City Administrator. This effective date can only be shortened if it can be shown that failure to do so could result in the loss or damage of property, compromise the safety of staff or residents, or is required by law. Unless otherwise stated, amendments and repeals shall follow the same process as the adoption of a new policy or procedure.

Departmental or Administrative Policies and procedures initiated by the City Council, Civil Service Commission, and other boards and commissions of the City are signed by the authorized representative of the council, board, or commission.

Section 3. Approval Process for Public Rules and Regulations.

Public Rules and Regulations may be initiated by department directors, supervisors, the Mayor, or City Administrator. Copies of the proposed policy and procedure shall be provided to all affected departments and personnel for review and comment prior to final adoption. In addition to the internal review, the public shall be given the opportunity to comment on all proposed rules and regulations. Public notice of the proposed Public Rule or Public Regulation shall be provided on the City's website and by posting a notice on the notice board outside City Hall. The public may send written comments to the City Clerk who will distribute them to the appropriate department. This public comment period shall be for no less than 14 days. Unless otherwise stated, rules and regulations are effective 7 days after being signed by the Mayor or City Administrator. This effective date can only be shortened if it can be shown that failure to do so could result in the loss or damage of property, compromise the safety of staff or residents, or is required by law. Unless otherwise stated, amendments and repeals shall follow the same process as the adoption of a new policy or procedure.

Public Rules and Regulations initiated by the City Council, Civil Service Commission, and other boards and commissions of the City are signed by the authorized representative of the council, board, or commission

Section 4. Publication.

Adopted policies and procedures, executive orders, and public rules and regulations shall be published on the City's official webpage and available for public inspection at City Hall. Failure to publish any adopted policy, procedure, executive order, public rule, or public regulation shall not affect its validity.

Section 5. Administration and Maintenance.

The administration and maintenance of the City's administrative policy and procedure system is centralized in the office of the City Clerk. The City Clerk shall maintain the original copy of administrative policies and procedures, executive orders and public rules and regulations.

Section 6. Procedures for implementing Administrative Policies and Procedures, Departmental Policies and Procedures, and Executive Orders, and Public Rules and Regulations shall be adopted by the Mayor or City Administrator.

Section 7. Nothing in this Ordinance shall be deemed to affect the legality of any administrative policy, rule, regulation, or order existing on the effective date of this Ordinance.

Section 8. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

Section 9. Sections, 1, 2, 3, 4, 5, 6, 7, and 8 of this Ordinance shall be codified by the City's code reviser in accordance with RCW 35A.21.130 and Prosser Municipal Code Section 1.01.030.

Section 10. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

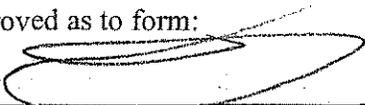
PASSED by the City Council and **APPROVED** by the Mayor, this ____ day of _____, 2015.

MAYOR PAUL WARDEN

ATTEST:

CITY CLERK, RACHEL SHAW

Approved as to form:



CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 15-_____

of the City of Prosser, Washington

On the ____ day of _____, 2015, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE ESTABLISHING UNIFORM PROCEDURES FOR THE ADOPTION AND MAINTENANCE OF ADMINISTRATIVE POLICIES AND PROCEDURES, DEPARTMENTAL POLICIES AND PROCEDURES, EXECUTIVE ORDERS, AND PUBLIC RULES AND REGULATIONS. THIS ORDINANCE ALSO MAKES THE PROVISIONS OF THE ORDINANCE SEVERABLE FROM ONE ANOTHER, AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2015

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Consideration of an Interlocal Agreement with West Benton Regional Fire Authority.		Meeting Date: April 7, 2015 <i>Special Meeting</i>	
Department: Administration	Director: Paul Warden	Contact Person: Paul Warden	Phone Number: (509) 786-2332
Cost of Proposal: \$0		Account Number:	
Amount Budgeted: \$0		Name and Fund#	
Reviewed by Finance Department: <i>TJ</i>			
Attachments to Agenda Packet Item: 1. Interlocal Agreement			
Summary Statement: Attached is an interlocal agreement prepared to support services provided to the City of Prosser and West Benton Regional Fire Authority cooperatively. This agreement will allow the City to allow the West Benton Regional Fire Authority to use the City's vendor roster and in exchange, the WBRFA will provide for inspection services, the use of some equipment as needed and pay a prorated amount of the cost to publish notice of the roster.			
Consistent with or Comparison to: EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			
Recommended City Council Action/Suggested Motion: Review and discuss proposed agreement and provide staff direction as necessary.			
Reviewed by Department Director: <i>Paul Warden</i>	Reviewed by City Attorney: 	Approved by Mayor: <i>Paul Warden</i>	
Date: <i>4-2-15</i>	Date: <i>3/31/15</i>	Date: <i>4-2-15</i>	
Today's Date: March 31, 2015	Revision Number/Date:	File Name and Path:	

VENDOR ROSTER USE AGREEMENT
CITY OF PROSSER, WASHINGTON
WEST BENTON REGIONAL FIRE PROTECTION AUTHORITY

This contract (the "Contract") is made by and between the City of Prosser, a municipal corporation ("City"), and the West Benton Regional Fire Authority, a municipal corporation (the "Public Agency") to be effective May 1, 2015,

1. Purpose. The purpose of this Contract is to provide the Public Agency with the use of City's Vendor Roster.
2. Scope of Services. City shall host Public Agency's Vendor Roster ("Roster"). City shall advertise at least annually for the Roster in accordance with statutory requirements on behalf of the Public Agency. City will assist Vendors (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. Effective Date and Term. This Contract shall be effective May 1, 2015.
4. Access to Roster by Public Agency Prior to Legal Notice. As of the Contract effective date, the Public Agency may access the City Roster database by entering its account login information, as will be provided by City. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. Notification of Transition to City Roster. As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the City Roster, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. Roster Legal Notice. City shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur on or before May 1 of each year that this agreement is in effect.
7. Use of City Roster by Public Agency. As of the date of the applicable legal notice, all departments of the Public Agency will discontinue use of any previously-maintained vendor roster and begin using the City Roster exclusively when choosing to follow a Vendor roster contracting process.
8. Compensation of Businesses. The Public Agency shall be responsible for payments to any business that it selects as a result of its use of City Roster. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.
9. Annual Fee. The Public Agency will pay City an annual fee as follows:
 1. In kind use of Water tender tenders to flush fire hydrants.

2. In kind fire inspections upon request of City.
3. Prorated cost of publication.

10. Relationship of Parties. City will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

11. Limitation of City Liability. City shall not be, directly or impliedly, a party to any contract with vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the City Roster. City does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the City Roster.

12. Hold Harmless and Indemnification. Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, elected officials, and agents in connection with the performance of this Contract.

13. Termination. This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of annual fee.

14. Renewal. This Contract shall continue until terminated by one of the parties.

15. Non-assignment. City shall not subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

16. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington. Venue for any dispute shall be in Benton County, Washington.

18. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

19. Complete Agreement. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

20. Notices. Each party to this Contract shall designate and maintain a party-representative for purposes of contact and communications between the parties relating to the subject matter of this Contract. Either party may change its representative at any time upon written notice to the other party stating the name, title, and both street and mailing address of the party's new designated representative.

The parties' representatives are as follows:

For the City: Toni Yost
Finance Director
601 7th Street
Prosser, Washington 99350
(509) 786-2332

For the Public Agency: Doug Merritt
Fire Chief
1200 Grant Avenue
Prosser, Washington 99350
(509)786-3873

Notices by either party shall be in writing and shall be served upon the other party's representative. Notices shall be deemed to have been duly-served and received 3 business days after mailing, or immediately upon personal service.

21. Signatures. By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

22. Filing. Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

23. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

24. Evidence of Authority. This agreement shall be executed in duplicate originals. Upon execution of this Agreement, the City shall provide Public Agency and Public Agency shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit "A" (City) and Exhibit "B" (Public Agency).

CITY OF PROSSER:

BY PAUL WARDEN
MAYOR

ATTEST:

RACHEL SHAW
CITY CLERK

Approved as to form by:



HOWARD SAXTON,
CITY ATTORNEY

WEST BENTON REGIONAL FIRE AUTHORITY
By:

MORGAN EVERETT - CHAIRMAN

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Review and Discuss Prosser Municipal Code Chapter 15.30, Rental Licenses and Fees Associated with such Chapter.	Meeting Date: April 7, 2015 Work Session
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Department: Administration/Building	Director: Mayor Paul Warden	Contact Person: Mayor Paul Warden	Phone Number: (509) 786-2332
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Cost of Proposal: \$0	Account Number: N/A
Amount Budgeted: \$0	Name and Fund# N/A

Reviewed by Finance Department:


- Attachments to Agenda Packet Item:**
1. Proposed Changes to PMC Chapter 15.30
 2. Resolution showing proposed updated fees for rental licenses and inspections.
 3. RCW 59.18.125

Summary Statement:

At the March 3, 2015 Council Work Session, the Mayor and staff asked Council to consider changes to the Rental License program. The Council was informed of continued need to address the problem of substandard rental housing in the city. While noting that most landlords take pride in their businesses and provide safe and comfortable housing options to their tenants, there are those who still have and will take advantage of people who lack the ability to protect themselves. The Council asked that changes be brought back that are meant to make the program less burdensome on the rental owners by reducing burden of compliance and the ongoing costs for the Rental License program by amending the program as follows:

- Must provide an inspection certificate within 45 days from the date of application instead of obtaining one during a floating two-year period.
- Initial or first year license would increase from \$30 to \$50 for the first year.
- Must still renew rental license each year (this is required by Washington Statute) However after the first year the renewal would go down from \$50 per year to \$10 per year.
- Inspection certificates only have to be provided to the City once every five years instead of every other year.

If after the second inspection after 5 years proves satisfactory and no code violations or complaints have been lodged, the property would be exempt from inspection, unless there is cause to do so.

<u>Consistent with or Comparison to:</u>		
Previous Council direction.		
<u>Recommended City Council Action/Suggested Motion:</u>		
Review previously discussed changes to Chapter 15.30 PMC and fees related to the Chapter and recommend that changes be brought back for Council action or direct staff to incorporate any other changes and be brought back for consideration.		
<u>Reviewed by Department Director:</u>	<u>Reviewed by City Attorney:</u>	<u>Approved by Mayor:</u>
		
Date: 4-2-15	Date: 4/1/15	Date: 4-2-15
<u>Today's Date:</u>	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>
April 1, 2015		

Chapter 15.30
RENTAL LICENSES

Sections:

- 15.30.010 Definitions.
- 15.30.020 License required.
- 15.30.030 Adoption of Uniform Housing Code.
- 15.30.040 Inspection required.
- 15.30.045 Crime-free rental housing program.
- 15.30.050 Rental license fee.
- 15.30.060 Exemptions.
- 15.30.070 Violations.
- 15.30.080 Procedures for revocation of business license.
- 15.30.990 Severability.

15.30.010 Definitions.

- A. "Person" means any individual, firm, partnership, limited liability company, corporation, association, receiver, assignee, trustee in bankruptcy, trust, estate, joint venture, club, joint stock company, business trust, society, or any group of individuals acting as a unit.
- B. "Residential dwelling unit" means any structure or part of a structure which is used as a home, residence or sleeping place by one, two, or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings and mobile homes.
- C. "Criminal activity" means a criminal act defined by statute or ordinance that threatens the health, safety, or welfare of the tenants, owner, guests, occupants, or property manager. (Ord. 2888 § 1, 2014; Ord. 2692 § 2, 2010).

15.30.020 License required.

- A. Beginning July 1, 2012, no person shall make available for rent, or rent, lease, or let, to the public any residential dwelling unit without securing and maintaining a current rental license as required by this chapter within 45 days from when the residential dwelling unit first became available for rent or lease. All renewal applications shall be filed on or before January 15, of each and every year thereafter.
- B. Beginning July 1, 2012, any person who makes available for rent, or rents, leases, or lets, to the public any residential dwelling unit shall secure a rental license for each residential dwelling unit including the following:
 - 1. The applicant for a business license shall provide a certification warranting that each such residential dwelling unit complies with the Uniform Housing Code as adopted by the city and does not present conditions that endanger or impair the health or safety of the tenants.
 - 2. If participation in the Prosser crime-free rental housing program is required by Section 15.30.045, the applicant for business license shall provide a certificate from the city's chief of police warranting that the owner is participating in such program.
- C. Issuance of the license shall be contingent upon compliance with this chapter, submission of the certification of inspection required by this chapter, submission of the certification of the chief of police that the owner is participating in the Prosser crime-free housing program, if required by this chapter, and payment of the fee as provided for in this chapter.
- D. The provisions of this chapter shall prevail over any inconsistent provision in Title 5.

E. The city administrator, or his or her designee, under the direction of the mayor, is authorized to adopt, publish and enforce rules and regulations consistent with this chapter for the purpose of carrying out the provisions of this chapter, including, but not limited to, the adoption of application forms.

F. Licenses shall be valid for one year from the date they are issued. (Ord. 2785 § 1, 2012; Ord. 2776 § 1, 2012; Ord. 2756 § 1, 2011; Ord. 2692 § 3, 2010).

15.30.030 Adoption of Uniform Housing Code.

There is adopted and by this reference made a part of this chapter as though fully set forth herein at length that certain code, known as the Uniform Housing Code. (Ord. 2692 § 4, 2010).

15.30.040 Inspection required.

A. As a condition for the issuance of a rental license provided by this chapter, the applicant shall provide a certificate of inspection that all of the applicant's residential dwelling units covered by the license comply with the standards of the Uniform Housing Code, and do not present conditions that endanger or impair the health or safety of a tenant including:

1. Structural members that are insufficient in size or strength to carry imposed loads with safety;
2. Exposure of the occupants to the weather;
3. Plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury;
4. Lack of water, including hot water;
5. Heating or ventilation systems that are not functional or are hazardous;
6. Defective, hazardous, or missing electrical wiring or electrical service;
7. Defective or inadequate exits that increase the risk of injury to occupants;
8. Violations that increase the risks of fire; or
9. Violations of other applicable codes, rules or regulations.

B. ~~Timing of Inspection. To facilitate the availability of an inspection by each applicant, at the time of application, an inspection renewal period shall be established upon which the applicant shall submit its initial certificate of inspection within 3045 days from the date of application and the corresponding renewal date of the certificate of inspection two five years thereafter. ~~The renewal periods shall be divided into calendar quarters over a two year period and assigned to the applicant at the time of licensing on a rotational basis. The first calendar quarter shall commence on the first date of January, terminating on the last day of March; the second calendar quarter shall commence on the first day of April and terminate on the last day of June; the third calendar quarter shall commence on the first day of July and terminate on the last day of September; and the fourth calendar quarter shall commence on the first day of October and terminate on the last day of December, with one half of which shall be scheduled in years ending with an even digit and the remaining half being scheduled in years ending with an odd digit.~~ Certificates of inspection shall be submitted no later than the last day ~~established above~~ of the applicant's assigned calendar quarter.~~

~~During the first two years of the implementation of this ordinance, the applicant shall be granted a provisional rental license pending the timely submission of its initial certificate of inspection.~~

C. Inspectors. The applicant shall submit a certificate of inspection based upon the physical inspection of the dwelling units conducted not more than ninety days prior to the date of the certificate of inspection and compliance certified by one of the following:

1. A city of Prosser code enforcement officer or building official;
2. Inspectors certified by the United States Department of Housing and Urban Development for grant-required inspections;

3. Certified private inspectors approved by the city upon evidence of completion of formal training including the passing of an examination administered by the National Association of Housing and Redevelopment Officials (NAHRO), the American Association of Code Enforcement (AACE) or other comparable professional association as approved by the city administrator or his or her designee, which approval or denial shall be subject to appeal to the city council;
4. A Washington licensed structural engineer;
5. A Washington licensed architect.

All inspection certifications shall be submitted on forms provided by the city or approved by the United States Department of Housing and Urban Development.

In the event that the applicant has a Prosser code enforcement officer or the building official inspect the residential dwelling unit, then the applicant shall pay an inspection fee in the amount as provided for in the city's fee schedule adopted by resolution or ordinance of the city council.

D. Other Inspections. Nothing herein shall preclude such additional inspections as may be conducted pursuant to the tenant remedy provided by RCW 59.18.0115 of the Residential Landlord-Tenant Act at the request or consent of a tenant, or issued pursuant to a warrant. (Ord. 2692 § 5, 2010).

15.30.045 Crime-free rental housing program.

A. The city of Prosser implements the Prosser crime-free rental housing program. Unless required by this chapter, participation in the Prosser crime-free rental housing program is voluntary. The city has established and will continue, through the city's police department, a crime-free rental housing program that will be an active coalition of property owners, managers, residents and law enforcement with the goal of reducing crime and improving the quality of life for residents of rental housing. The crime-free rental housing program shall consist of the following:

1. Workshop. Property owners, or their agent, manager and/or leasing staff will receive workshop training that will include training on rental applications, rental agreements, tenant screening, evictions, Section 8 housing, working with the police, criminal activity identification, drug use in rental properties, gang activity identification and crime prevention through environmental design (CPTED).
2. Public Records. The city police department will provide or make available for review, without cost and upon request, public records of activities occurring on rental property and of activities involving rental applicants and other occupants to property owners, managers and leasing staff of the affected property.
3. Certification that the owner/licensee requires execution of a crime-free lease/rental agreement addendum, substantially in the form below:

CRIME-FREE LEASE/RENTAL AGREEMENT ADDENDUM

Crime-Free Rental Housing Program

Rental property Name or Owner Name:

Full Rental Unit Address:

In consideration of the agreement for or execution or renewal of a lease/rental agreement of the dwelling unit identified in this addendum, Owner and Resident agree as follows:

1. Neither resident, nor any member of the resident's household, nor a guest, nor other person under the resident's control shall engage in criminal activity, including but not limited to drug-related criminal activity, on or near the said premises. "Drug-related criminal activity"

means the illegal manufacture, sale, distribution, or use; or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. Section 8021)).

2. Neither resident, nor any member of the resident's household, nor a guest, nor other person under the resident's control shall engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the said premises.

3. Neither resident, nor any member of the resident's household, nor a guest, nor any other person under the resident's control shall permit the dwelling unit to be used for or to facilitate criminal activity including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Neither resident, nor any member of the resident's household, nor a guest, nor any other person under the resident's control shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in RCW 69.41, 69.43, 69.50, 69.52, 69.55 on or near the dwelling unit premises.

5. Neither resident, nor any member of the resident's household, nor a guest, nor any other person under the resident's control shall engage in any criminal activity on or near the said premises, including but not limited to the following:

- a. prostitution as defined in RCW 9A.88;
- b. criminal street gang activity as defined in RCW 9.94A;
- c. any criminal street gang activity whether on or near the dwelling unit premises or otherwise, that cause the residence or neighboring residence(s) to be targeted by rival gang members;
- d. threatening or intimidating as prohibited in RCW 9A.46;
- e. assault as prohibited in RCW 9A.36 and 9A.44, including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises; or
- f. any breach of the lease/rental agreement that jeopardizes the health, safety and welfare of the landlord, landlord's agent or other tenants, or involving imminent serious property damage, as defined in RCW 9A.48, including but not limited to:
 - i. any theft as prohibited in RCW 9A.56;
 - ii. any burglary or car prowling as prohibited in RCW 9A.52;
 - iii. unlawful restraint of another as prohibited in RCW 9A.40; or
 - iv. engaging in any nuisance in violation of Chapter 8.26 of the Prosser Municipal Code.

6. FAILURE OF ANY RESIDENT, ANY MEMBER OF THE RESIDENT'S HOUSEHOLD, ANY GUEST, OR ANY OTHER PERSON UNDER THE RESIDENT'S CONTROL TO COMPLY WITH THE ABOVE PROVISIONS SHALL BE A MATERIAL NONCOMPLIANCE WITH THE LEASE/RENTAL AGREEMENT AND SHALL ENTITLE THE LANDLORD TO GIVE NOTICE TO COMPLY OR QUIT (IF REQUIRED BY LAW) AND TO PURSUE ALL REMEDIES AVAILABLE TO THE LANDLORD UNDER THE RESIDENTIAL LANDLORD-TENANT ACT OF 1973 (REVISED CODE OF WASHINGTON CHAPTER 59.18), AND ALL OTHER REMEDIES OTHERWISE PROVIDED BY LAW TO TERMINATE THE TENANCY AND EVICT THE RESIDENTS.

7. Unless otherwise required by law, proof of criminal activity shall not require criminal conviction, but shall be by a preponderance of the evidence.

8. Landlord, or his/her agent, upon notification in writing by Prosser Police, of any failure of a resident, any member of the resident's household, or a guest, or any other person under the resident's control, to comply with any provision of this addendum, will within thirty days of receipt of such notice, serve notice on the residents to comply or quit (if required by law) and pursue all remedies against the residents available to the landlord under the Residential Landlord-Tenant Act of 1973, and all other remedies provided by law to terminate the tenancy and evict the residents.

9. In case of conflict between the provisions of this addendum and any other provisions of the lease/rental agreement, the provisions of the addendum shall govern; provided that in the event any provision of this addendum is prohibited by the Residential Landlord-Tenant Act of 1973, such prohibited provision shall be of no force or effect.

10. This LEASE/RENTAL AGREEMENT ADDENDUM is incorporated into the lease/rental agreement agreed upon, executed or renewed this date between Owner and Resident.

Resident's Signature:

Date: _____

Owner/Property Manager's Signature:

Date: _____

4. Pursuit of remedies for failure to comply with the crime-free lease/rental agreement addendum.

B. Each owner/licensee participating in the Prosser crime-free rental housing program, or the owner's/licensee's designee who actively manages the rental housing facility, will attend and complete, at least every two years, the city police department's crime-free rental housing workshop or shall provide evidence, satisfactory to the police chief, of successful completion of an equivalent program.

C. Upon successful completion of the crime-free rental housing workshop, the owner/licensee or designee shall receive a "certificate of completion" from the city police department attesting that the owner/licensee or designee has successfully completed the crime-free rental housing workshop.

D. Each owner/licensee participating in the Prosser crime-free rental housing program must provide proof of attendance at the workshop within six months of application for licensing or with any change in management responsibility of a rental property.

E. Each owner/licensee participating in the Prosser crime-free rental housing program shall require the execution of a crime-free lease/rental agreement addendum that applies to any and all residential rental/lease agreements of the owner/licensee as follows:

1. In the absence of a rental/lease agreement, the owner/licensee must require execution of a crime-free lease/rental agreement addendum within two months of the execution of the agreement to participate in the Prosser crime-free rental housing program.

2. If the existing rental/lease agreement is month to month, the owner/licensee must require execution of a crime-free lease/rental agreement addendum within two months of the execution of the agreement to participate in the Prosser crime-free rental housing program.

3. If a written residential rental/lease agreement for a specific term is in effect on the date of execution of the agreement to participate in the Prosser crime-free rental housing program, the owner/licensee must require

execution of a crime-free lease/rental agreement addendum upon renewal or continuation not specifically provided for in such rental/lease agreement.

4. The owner/licensee shall require execution of a crime-free lease/rental agreement addendum in all written residential rental/lease agreements for a specific term executed after the execution of the agreement to participate in the Prosser crime-free rental housing program.

F. An owner/licensee participating in the Prosser crime-free rental housing program, or his/her agent, upon notification in writing by the Prosser police of any failure of a resident, any member of the resident's household, or a guest or any other person under the resident's control, to comply with the crime-free lease/rental agreement addendum will, within thirty calendar days of receipt of such notice, serve notice on the residents to comply or quit (if required by law) and pursue all remedies against the residents available to the owner/licensee under the Residential Landlord-Tenant Act of 1973, and all other remedies provided by law to terminate the tenancy and evict the residents. Such notice to the owner/licensee shall set forth the following:

1. The date and location of the noncompliance;
2. The nature of the noncompliance; and
3. The name of the person or persons engaged in the noncompliance.

4. Such notice shall also include copies of any public records of activities of noncompliance on or about the owner/licensee's property occupied by the residents. An owner/licensee may dispute the notice of noncompliance from the police department by requesting a hearing before the Prosser police chief or his designee within thirty calendar days of delivery of the notice. Such hearing shall be held within thirty calendar days of the request for a hearing. At the hearing, the police department shall present any and all public records of activities and testimony in support of the notice of noncompliance, and the owner/licensee shall have the opportunity to present testimony and evidence. The burden of proof at the hearing shall be on the city to prove that, more likely than not, there was an adequate factual basis to issue the notice of noncompliance. Within ten business days of such hearing, the chief of police, or his designee, shall issue a decision whether to confirm or withdraw the notice of noncompliance. If the notice of noncompliance is confirmed, the owner/licensee shall take action as required by this subsection. The failure of an owner/licensee to take such action within thirty calendar days of such confirmed notice shall be a violation of this chapter and shall be grounds for revocation of the owner's/licensee's residential rental housing license pursuant to the provisions of this chapter. An owner/licensee or tenant aggrieved by any decision of the chief of police or his designee may seek review within thirty calendar days of such decision by the Benton County superior court.

G. The city through its police department shall require an owner/licensee to participate in the Prosser crime-free rental housing program as provided herein, upon an owner/licensee receiving two or more notices of instances of criminal activity on the premises of one or more residential dwelling units for which the owner/licensee holds a license unless the owner/licensee can demonstrate to the police department that he has made a good faith effort to deter the criminal activity. A good faith effort may include, but is not limited to:

1. Service of notice on the tenant at such premises to comply or quit as allowed by law or the commencement of an unlawful detainer action against the tenant in occupancy; and
2. Attendance and completion of the police department's crime-free rental housing workshop or successful completion of an equivalent program as approved by the city's chief of police.

H. Notice of Criminal Activity. Upon the occurrence of criminal activity on the premises of a residential dwelling unit for which an owner/licensee holds a license, the city police department shall deliver a notice to such owner/licensee setting forth the following:

1. Date and location of the occurrence;
2. The nature of the occurrence;
3. The name of the person or persons who engaged in the occurrence.

4. Such notice shall also include copies of any public records of any such criminal activity. An owner/licensee may dispute the notice of criminal activity from the police department by requesting a hearing before the Prosser police chief, or his designee, within thirty calendar days of delivery of the notice. Such hearing shall be held within thirty calendar days of the request for a hearing. At the hearing, the police department shall present any and all public records of activities and testimony in support of the notice, and the owner/licensee shall have the opportunity to present testimony and evidence. The burden of proof at the hearing shall be on the city to prove that, more likely than not, there was an adequate factual basis to issue the notice of criminal activity. Within ten business days of such hearing, the chief of police or his designee shall issue a decision whether to confirm or withdraw the notice. An owner/licensee or tenant aggrieved by any decision of the chief of police or his designee may seek review within thirty calendar days of such decision by the Benton County superior court.

I. Notice of Requirement to Participate in Prosser Crime-Free Rental Housing Program. Upon giving two or more notices of an instance of criminal activity to an owner/licensee, the police department shall also issue a notice to such owner/licensee of the requirement that the owner/licensee participate in the Prosser crime-free rental housing program. An owner/licensee may dispute the notice and requirement to participate in the Prosser crime-free rental housing program by requesting a hearing before the Prosser police chief or his designee within thirty calendar days of delivery of the notice. Such hearing shall be held within thirty calendar days of the request for a hearing. At the hearing, the police department shall present any and all public records of activities and testimony in support of the notice, and the owner/licensee shall have the opportunity to present testimony and evidence. The burden of proof at the hearing shall be on the city to prove that, more likely than not, there was an adequate factual basis to issue the notice of requirement to participate in the Prosser crime-free rental housing program. Within ten business days of such hearing, the chief of police or his designee shall issue a decision whether to confirm or withdraw the notice. An owner/licensee or tenant aggrieved by any decision of the chief of police or his designee may seek review within thirty calendar days of such decision by the Benton County superior court. Unless the notice is withdrawn or reversed by the Benton County superior court, the failure of an owner/licensee to participate in the Prosser crime-free rental housing program within thirty calendar days of receipt of the notice of required participation shall be a violation of this chapter and shall be grounds for revocation of the owner's/licensee's residential rental housing license pursuant to the provisions of this chapter. Once revoked, the owner/licensee may reapply for a residential rental housing license. Issuance of a residential rental housing license to such owner/licensee shall be conditioned upon the owner/licensee participating in the Prosser crime-free rental housing program. Revocation of a residential rental housing license shall not affect or impair the rights or obligations of an owner/licensee under any written residential rental/lease agreement for a specific term in effect on the date of such revocation. (Ord. 2785 § 2, 2012).

15.30.050 Rental license fee.

A. There is levied upon and shall be collected from every person who makes available for rent, or rents, leases, or lets, to the public any residential dwelling unit an annual rental license fee for the privilege of making available for rent, or renting, leasing, or letting, to the public any residential dwelling unit within the city limits of the city of Prosser, in the amount as provided for in the city's fee schedule adopted by resolution or ordinance of the city council. Any application that is more than 30 days past due shall be assessed a late penalty in the amount as provided for in the city's fee schedule adopted by resolution or ordinance of the city council. Any renewal application that is more than 60 days past due shall be charged the same fee as a new application.

B. Dedicated Revenue. The revenue generated from residential rental housing license fees shall be dedicated to the prevention of criminal activity related to rental housing in the city, costs associated with the administration of this chapter, costs of inspections by the city, and periodic auditing and collection to assure accurate participation in the payment of the residential rental housing license fees. (Ord. 2785 § 3, 2012; Ord. 2692 § 6, 2010).

15.30.060 Exemptions.

A. The provision of this chapter shall not apply to the following:

1.A. Any religious organization or church or other religious assemblage.

2.B. Any person who is exempt from paying the registration fee by the laws of the United States of America or by the state of Washington.

~~3.C.~~ The city of Prosser, and any municipal corporation or political subdivision of the United States of America or the state of Washington.

B. Residential dwelling units that have two consecutive inspections showing compliance with this Chapter, shall be exempt from further inspections for ten years unless the City has reasonable cause to believe that such residential dwelling unit violates this chapter. Reasonable cause shall include, but not be limited to, a complaint from a tenant or other person that the residential dwelling unit does not comply with the terms of this Chapter.

(Ord. 2692 § 7, 2010).

15.30.070 Violations.

A. Any person violating any of the provisions or failing to comply with any of the requirements of this chapter shall commit a Class 1 civil infraction in the amount of two hundred fifty dollars plus state assessments to be issued in accordance with the provision of Chapter 1.40. Each such person commits a separate code infraction for each and every day during any portion of which any violation of any provision of this chapter is committed, continued, or permitted by such person and shall be punished as aforesated. The city shall not be required to attempt voluntary compliance before issuing a citation under Chapter 1.40.

B. Any person who knowingly submits or assists in the submission of a falsified certificate of inspection, or knowingly submits falsified information upon which a certificate of inspection is issued, shall, in addition to the penalties provided in subsection A of this section, be guilty of a gross misdemeanor and shall be punished by a fine of not more than five thousand dollars or by imprisonment for a period of not more than three hundred sixty-four days, or both such fine and imprisonment, for each separate offense for each and every day during any portion of which any violation of this subsection shall be committed.

C. In addition to the penalties provided above, any violation of this chapter may result in the revocation of the rental licenses provided in this title. Any violation of this chapter including the determination by the city, after an inspection of the dwelling unit, that a condition exists which substantially endangers or impairs the health or safety of a tenant may, in addition to the penalties provided above, result in the issuance of a Class 1 civil infraction in the amount of two hundred fifty dollars plus state assessments and be subject to the penalties as imposed under the provisions of this code. (Ord. 2785 § 4, 2012; Ord. 2692 § 8, 2010).

15.30.080 Procedures for revocation of business license.

A. The city administrator, or his or her designee, may revoke any license or permit issued under this title after it has been issued, when any one or more of the following grounds are found to exist:

1. Illegal issuance of the permit or license.
2. Issuance of the permit or license without authority or power.
3. Issuance in violation of an ordinance.
4. When the business license or permit was procured by fraud or false representation of facts.
5. When issued through mistake or inadvertence.
6. When the license or permit application contains false or misleading statements, evasions or suppression of material facts.

B. Other grounds for revocation in addition to those stated in subsection A of this section are as follows:

1. Substantial violations of the terms and conditions on which a license or permit is issued.
2. Violation of ordinances or laws authorizing or regulating the license or permit, or regulating the business activity or purpose for which the license or permit is issued.
3. Conviction of infractions of or offenses under such an ordinance or law.

4. Wrongful behavior of a substantial character and of a public concern in relation to the licensed activity.
5. When reasonably necessary in the interests of protection of the public health, safety, peace or welfare.

C. Before any such license or permit shall be canceled or revoked, the holder of such license or permit shall be given thirty days' notice of a hearing to be held by the city administrator, or his/her designee, at which time the holder of such license or permit must show cause why such license or permit should not be revoked. The notice to be given to the holder of such license or permit must state the grounds and the reasons for the forfeiture, cancellation and/or revocation, and must also state the date on which the hearing is set. Provided, however, the city administrator, or his/her designee, may immediately revoke the license or permit of any business or activity for any of the grounds set forth in subsection A of this section, when any such license or permit has been issued for a period of less than seventy-two hours, and any such determination by the city administrator, or his/her designee, shall be deemed conclusive unless the holder of the license or permit appeals to the Benton County superior court within thirty days of the notice of revocation. Pending any such appeal to the Benton County superior court, the license or permit shall remain revoked. (Ord. 2785 § 5, 2012).

15.30.990 Severability.

If any section, subsection, sentence, clause, paragraph, phrase, or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, paragraph, phrase or word of this chapter. (Ord. 2692 § 9, 2010).

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**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-_____**

**A RESOLUTION OF THE PROSSER, WASHINGTON CITY COUNCIL TO
ESTABLISH FEES FOR RENTAL LICENSES AND INSPECTIONS
PURSUANT TO THE AUTHORITY OF PMC CHAPTER 15.30.**

WHEREAS, the City Council of the City of Prosser has determined that it is in the best interest of the City of Prosser to move toward providing a single, efficient, and convenient listing of all fees and charges for permits, licenses, services, applications and filing fees; and

WHEREAS, such a listing will better facilitate the updating and uniform review of all such fees and charges, and

WHEREAS, the City Council has provided for rental license fees and inspections fees to be set by Resolution, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON THAT THE FOLLOWING FEES AND CHARGES ARE ESTABLISHED FOR RENTAL LICENSES AND RENTAL INSPECTIONS AS PROVIDED FOR IN PROSSER MUNICIPAL CODE CHAPTER 15.30:

LICENSE FEE: For new rental licenses \$50.00 for the first rental unit owned by a person, as defined under PMC Chapter 15.30, and \$5.00 for each additional rental unit owned by such person (this applies even if all rental units are not at the same location).

LATE FEE: \$10

RENEWAL OF LICENSE: \$10.00 for the first rental unit owned by a person, as defined under PMC Chapter 15.30 and \$5.00 for each additional rental unit owned by such person (this applies even if all rental units are not at the same location).

INSPECTION FEE: \$50.00 for each rental unit that is inspected (this applies even if there are multiple units to be inspected at one location, for example if an apartment building has 10 rental units and the City inspect each of them, then the fee would be \$500.00).

BE IT FURTHER RESOLVED THAT THE CITY CLERK SHALL ADD THE ABOVE FEES TO THE CITY'S EXISTING FEE SCHEDULE.

BE IT FURTHER RESOLVED THAT THE FEES ESTABLISHED IN THIS RESOLUTION REPLACE THE FEES ESTABLISHED BY RESOLUTION NUMBER 12-1395.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this ____ day of _____, 2015.

MAYOR PAUL WARDEN

ATTEST/AUTHENTICATED:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

HOWARD SAXTON, CITY ATTORNEY

RCW 59.18.125

Inspections by local municipalities — Frequency — Number of rental properties inspected — Notice — Appeals — Penalties.

(1) Local municipalities may require that landlords provide a certificate of inspection as a business license condition. A local municipality does not need to have a business license or registration program in order to require that landlords provide a certificate of inspection. A certificate of inspection does not preclude or limit inspections conducted pursuant to the tenant remedy as provided for in RCW 59.18.115, at the request or consent of the tenant, or pursuant to a warrant.

(2) A qualified inspector who is conducting an inspection under this section may only investigate a rental property as needed to provide a certificate of inspection.

(3) A local municipality may only require a certificate of inspection on a rental property once every three years.

(4)(a) A rental property that has received a certificate of occupancy within the last four years and has had no code violations reported on the property during that period is exempt from inspection under this section.

(b) A rental property inspected by a government agency or other qualified inspector within the previous twenty-four months may provide proof of that inspection which the local municipality may accept in lieu of a certificate of inspection. If any additional inspections of the rental property are conducted, a copy of the findings of these inspections may also be required by the local municipality.

(5) A rental property owner may choose to inspect one hundred percent of the units on the rental property and provide only the certificate of inspection for all units to the local municipality. However, if a rental property owner chooses to inspect only a sampling of the units, the owner must send written notice of the inspection to all units at the property. The notice must advise tenants that some of the units at the property will be inspected and that the tenants whose units need repairs or maintenance should send written notification to the landlord as provided in RCW 59.18.070. The notice must also advise tenants that if the landlord fails to adequately respond to the request for repairs or maintenance, the tenants may contact local municipality officials. A copy of the notice must be provided to the inspector upon request on the day of inspection.

(6)(a) If a rental property has twenty or fewer dwelling units, no more than four dwelling units at the rental property may be selected by the local municipality to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

(b) If a rental property has twenty-one or more units, no more than twenty percent of the units, rounded up to the next whole number, on the rental property, and up to a maximum of fifty units at any one property, may be selected by the local municipality to provide a certificate of inspection as long as the initial inspection reveals that no conditions exist that endanger or impair the health or safety of a tenant.

(c) If a rental property is asked to provide a certificate of inspection for a sample of units on the property and a selected unit fails the initial inspection, the local municipality may require up to one hundred percent of the units on the rental property to provide a certificate of inspection.

(d) If a rental property has had conditions that endanger or impair the health or safety of a tenant reported since the last required inspection, the local municipality may require one hundred percent of

the units on the rental property to provide a certificate of inspection.

(e) If a rental property owner chooses to hire a qualified inspector other than a municipal housing code enforcement officer, and a selected unit of the rental property fails the initial inspection, both the results of the initial inspection and any certificate of inspection must be provided to the local municipality.

(7)(a) The landlord shall provide written notification of his or her intent to enter an individual unit for the purposes of providing a local municipality with a certificate of inspection in accordance with RCW 59.18.150(6). The written notice must indicate the date and approximate time of the inspection and the company or person performing the inspection, and that the tenant has the right to see the inspector's identification before the inspector enters the individual unit. A copy of this notice must be provided to the inspector upon request on the day of inspection.

(b) A tenant who continues to deny access to his or her unit is subject to RCW 59.18.150(8).

(8) If a rental property owner does not agree with the findings of an inspection performed by a local municipality under this section, the local municipality shall offer an appeals process.

(9) A penalty for noncompliance under this section may be assessed by a local municipality. A local municipality may also notify the landlord that until a certificate of inspection is provided, it is unlawful to rent or to allow a tenant to continue to occupy the dwelling unit.

(10) Any person who knowingly submits or assists in the submission of a falsified certificate of inspection, or knowingly submits falsified information upon which a certificate of inspection is issued, is, in addition to the penalties provided for in subsection (9) of this section, guilty of a gross misdemeanor and must be punished by a fine of not more than five thousand dollars.

(11) As of June 10, 2010, a local municipality may not enact an ordinance requiring a certificate of inspection unless the ordinance complies with this section. This prohibition does not preclude any amendments made to ordinances adopted before June 10, 2010.

[2010 c 148 § 2.]