

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

DATE: February 25, 2010

ITEM NO: Consent C 3

SUBJECT: Contract with State of Washington Department of Licensing

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director 

ISSUE:

The issue before the Council is to authorize the Mayor to sign the extension of the contract between the State of Washington Department of Licensing and the City for Master Business License Processing.

STAFF RECOMMENDATION:

Staff recommends approval of the State of Washington Department of Licensing contract extension for a five year period from the date of signature. (Period of performance in Attachment A).

SUMMARY

The City of Sultan extended a two year Master Business License Interagency Agreement with the State of Washington Department of Licensing (DOL) in March 2008. The contract expires on March 23, 2008. The proposed contract is for a five year period.

The DOL accepts applications for City of Sultan business license through their application process. SMC 5.04 (Attachment B) requires a license for anyone with a business located in the City or engaged in business within the City (this includes contractors and subcontractors).

As State licenses are renewed, the business is billed for the City license and the State remits the payment to the City on a weekly basis. A daily report of activity is e-mailed to the City. The City is responsible for enforcement of the business license code.

The City is required to review and approval all new applications. Applications may be submitted directly to the City and staff forwards them to the State or the applicant can use the computer supplied by the State to submit an application on line.

FISCAL IMPACT: The Administrative fee of \$15 is collected by the Department of Licensing from the applicant. The City pays the fee for credit card usage by applicants. The total cost for credit card fees over the past two years was \$440. The City collects an average of \$15,050 per year for business license fees.

ALTERNATIVES:

1. Renew the contract and continue to process business licenses under through the Department of Licensing. This will allow the one step process for those engaged in business in different municipalities. The revenues received on behalf of the City by the State will continue to be transferred on a weekly basis.
2. The Council could take action to cancel the contract with the Department of Licensing. This action will require the Council to amend SMC 5.04 and require City staff to track and bill those engaged in business within the corporate limits.

RECOMMENDED ACTION:

Approval of the State of Washington Department of Licensing contract for a five year period to process business license applications for the City of Sultan

MOTION:

Authorize the Mayor to sign the amendment to the contract with the State of Washington Department of Licensing for Business License issuance and renewals.

Attachments: A. Contract Renewal
 B. SMC 5.04

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF LICENSING
AND

THE CITY OF SULTAN

This Agreement is made and entered into by and between the State of Washington Department of Licensing, hereinafter referred to as "DOL," and the City of Sultan, hereinafter referred to as "the City." DOL and the City enter into this Agreement pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement to authorize the DOL Master License Service, (hereinafter referred to as "MLS") to act as the City's agent for business licensing activities, and to ensure that the City retains its full, lawful, regulatory and approval authority over all business licensing activities within its jurisdiction. This Agreement may also be referred to as a "MLS City Partnership Agreement".

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

"*Confidential Information*" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

"*Partner*" shall mean any city entering into a MLS City Partnership Agreement with DOL.

"*Personal Information*," shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records, financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

"*RCW*" shall mean the Revised Code of Washington.

"*Subcontractor*" shall mean one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "*Third Party*" and "*Agents*" in this Agreement includes subcontractors

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the exchange of data as set forth in the *Statement of Work, Attachment A* attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement will begin on the **date of final signature** hereto, and **end five (5) years thereafter**, unless terminated sooner as provided herein.

COMPENSATION

Services identified in this Agreement are provided by DOL at no charge with the exception of the following:

The City agrees to reimburse DOL for any fees charged by financial institutions and/or credit card processors to handle the City's license fees collected by credit card and/or other electronic means, for the internet filing process of the City's licensees.

The City agrees to reimburse DOL the costs of developing and producing ad hoc informational reports if reports are requested by the City and agreed-upon by DOL.

The City shall reimburse DOL expenses for the implementation of changes to the MLS process, if requested by the City and agreed-upon by DOL.

All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

BILLING PROCEDURES

DOL shall submit any invoices as-needed, but in no event more often than monthly. Invoices shall be sent to the attention of:

**Donna Murphy, Grant and Special Projects Coordinator
City of Sultan,
P.O. Box 1199,
319 Main Street,
Sultan, WA 98294.**

Payment to DOL shall be made by warrant or account transfer by the City within thirty (30) calendar days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of each party, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Unless otherwise agreed, all books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, DOL Internal Auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

CONFIDENTIALITY

DOL maintains data that is required or shared by multiple regulatory agencies and other jurisdictions. This data is subject to various public disclosure laws regulating its protection and dissemination to third parties. In particular, much of the Master Application information may not be disclosed under RCW 82.32.330, RCW 51.16.070 and RCW 50.13.020. The Parties agree that all data provided or shared under this Agreement shall be governed by the public disclosure laws of the Department of Revenue, the Department of Labor and Industries, the Department of Employment Security and the Office of the Secretary of State. Information determined to be subject to public disclosure is written in the Washington State UBI Policies and Procedures Manual (<http://dor.wa.gov/Docs/Pubs/UBI/UBImanualComplete.pdf>). City's public disclosure laws shall also apply.

All requests to City or DOL for public information of data collected by DOL's Master License Service shall be guided by these laws and policies.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

MEMORANDUM OF UNDERSTANDING (MOU)

Instructions that either Contract Manager determines to address more than day-to-day concerns, but which do not modify the terms of this contract, shall be documented by a written, numbered *Memorandum of Understanding*.

TERMINATION

Either party may terminate this Agreement upon ninety (90) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint two additional members to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, any of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. The terms of this Agreement;
3. *Statement of Work*, Attachment A;
4. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising from it, is not assignable or delegable by any party in whole or in part, without the express prior written consent of the other parties.

WAIVER

A failure by any party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by personnel authorized to bind the party and attached to the original Agreement.

RIGHTS OF INSPECTION

Each party shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with public's right to access, amend, and receive an accounting of any disclosure of their Confidential Information.

SUBCONTRACTING

With prior written consent, any party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. The party issuing the subcontract is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end the provisions of this Agreement are declared to be severable.

ATTACHMENT A
STATEMENT OF WORK

The City Shall:

Agree to the exclusive use of the “Master Application” and any required addenda for the process of applying for a City business license, and the exclusive use of the “MLS Licenses and Registrations” document for proof of City business licensure. If additional forms are identified as necessary for the processing of City licensee accounts, their design, creation, or collection will be a cooperative effort between DOL and the City.

Agree to the exclusive use of the Unified Business Identifier (UBI) number in conjunction with the physical location identification number used by DOL in the identification of licensees and license accounts in all communications with DOL.

Maintain remote on-line inquiry and update access to the MLS Database. End-to-end testing will take place until such time as DOL is satisfied.

Accept responsibility for payment of all equipment, connection, access and maintenance charges related to the City’s access into and use of the MLS Database.

Accommodate requirements for Master Application forms regardless of whether the transaction involves a City business license.

Ensure the timely availability to DOL of City Licensing and Information Technology staff. Staff will be knowledgeable of City operations and/or technology and be able to assist DOL staff with process improvements and/or troubleshooting.

Use commonly accepted security procedures to ensure that confidential information is not improperly disclosed.

Provide advance notice to DOL of potential changes to City business licensing requirements, fees or processes to allow DOL the timely implementation of changes into any electronic or automated systems or procedures related to the administration of City’s business licensing.

Upon request by DOL, provide statistical data associated with the MLS City Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of City licensees, and change in revenue flow.

DOL Shall:

Create, produce, issue, accept, and process new and renewal applications for City business licenses. In doing so, DOL will collect, process and disburse the respective City business license fees and licensing information received from applicants and licensees.

Issue licensing documents (Master Licenses) for City business licensees.

Maintain and update the MLS Database to the best of its ability. DOL shall not be responsible for system down time or other delays to the receipt of information or errors in the compilation of such information.

Provide informational reports to the City of the City’s business licensees. City staff will determine which reports best suit their needs and the frequency that reports are required. Reports may include but are not limited to: daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

Provide services through Internet-based or paper-based licensing processes, depending on the needs of the City and the capability of DOL.

Design and implement modifications to the MLS Database and establish any related procedures and forms.

Provide technical assistance in establishing and configuring appropriate MLS Database access and ensuring security of access for City staff.

Provide training to City staff in the use of the MLS Database upon execution of Agreement. Provide ongoing training to accommodate system or staff changes. Training will be provided onsite at City location or via internet/telephone, as agreed between both parties.

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Notify the City of any changes anticipated to MLS processes or services as they become known, and mitigate the impacts that such changes may have upon the services provided.

Prepare any required computer system change request in coordination with the City, and place the request in a prioritized work queue for timely completion. DOL staff will be mindful of potential impacts to DOL and City Partners as a result of any proposed changes to the MLS process. DOL will assist City Partners in considering possible alternatives and determining the most feasible means of achieving the objective of a proposed change. DOL will review the proposed change with all City Partners potentially impacted and will attempt to reach consensus among all affected parties.

Microfilm or electronically image all paper documents submitted and maintain electronic representations of all filings completed via the Internet. DOL shall not maintain paper copies. The City will have access to information filed with DOL on paper or via the Internet through electronic access to the MLS Database. If the City requires a paper document, DOL will produce a copy from microfilm or electronic record. The copy will be certified, if required by the City.

Chapter 5.04 BUSINESS LICENSES

Sections:

<u>5.04.010</u>	Purpose.
<u>5.04.020</u>	Definitions.
<u>5.04.030</u>	Business license required.
<u>5.04.040</u>	Separate licenses required.
<u>5.04.050</u>	Change in nature or location of business.
<u>5.04.060</u>	Exemptions.
<u>5.04.070</u>	Issuance of license.
<u>5.04.080</u>	License to be posted.
<u>5.04.090</u>	Licenses not transferable.
<u>5.04.100</u>	Fraudulent use of business license.
<u>5.04.110</u>	Approval of business license.
<u>5.04.120</u>	Inspections – Right of entry.
<u>5.04.130</u>	Terms of license.
<u>5.04.140</u>	Renewal.
<u>5.04.150</u>	Penalty for late renewal.
<u>5.04.160</u>	Denial, revocation or suspension of license.
<u>5.04.170</u>	Appeal process – Request for hearing.
<u>5.04.180</u>	Appeal to the superior court.
<u>5.04.190</u>	License fees.
<u>5.04.200</u>	Violation.
<u>5.04.210</u>	General business license application – Public record.

5.04.010 Purpose.

The provisions of this chapter shall be deemed an exercise of the power of the city to license for revenue and to regulate and ensure the legal conduct of businesses and to assist in the effective administration of health, fire, building, zoning and other codes of the city. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.020 Definitions.

The following words, terms and phrases when used in this chapter shall have the following meanings, except where the content clearly indicates a different meaning:

A. "Business" includes all activities, occupations, trade, pursuits, or professions located and/or engaged in within the city with the object of gain, benefit or advantage to the person engaging in the same, or to any other person or class, directly or indirectly. It also includes but is not limited to general contractors, subcontractors, home occupations, multifamily dwelling units, mobile home parks and businesses temporarily conducted within the city including but not limited to traveling salespersons.

B. "Business enterprise" means each location at which a person engages in business within the city.

C. "City" means the city of Sultan, Washington.

D. "Employee" means any person employed at any business and/or business enterprise who performs any part of his/her duties within the city, except casual laborers

not employed in the usual course of business. All officers, agents, dealers, franchisees, etc., of a corporation or business trust, and partners of a partnership, are "employees" within this definition.

E. "Engaging in business" means commencing, conducting or continuing in any business or carrying on of any form of activity for gain, profit or advantage, whether direct or indirect, within the city whether or not an office or physical location for the business lies with the city.

F. "Licensee" means any business granted a business license.

G. "Person" includes one or more persons of either sex; corporations, including not-for-profit corporations and municipal corporations, partnerships, including limited partnerships; associations, joint ventures or any other entity capable of having an action at law brought against such entity, but excluding employees.

H. "Premises" shall mean and include all lands, structures and places, and any personal property, which either is affixed to, or is used in connection with any such business conducted on such premises. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.030 Business license required.

It is unlawful for any person to conduct, operate, engage in or practice any business in the city without having first obtained a business license for the current calendar year or unexpired portion thereof, and paying the fees prescribed herein, unless such activity is exempt as provided in SMC 5.04.060. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.040 Separate licenses required.

A separate business license shall be obtained for each separate location within the city at which the business is conducted. A separate business license shall be obtained for each different and discrete business conducted within the city by any person, whether at the same location as another licensed business. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.050 Change in nature or location of business.

Each business license shall authorize a particular type of business at the designated location. Any change in the nature of the business shall necessitate a new application for a business license. A change of location shall be reported in writing to the city clerk within 10 days of the change and, if in compliance with zoning and business regulatory ordinances, the existing business license shall be transferred to the new location. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.060 Exemptions.

The following shall be exempt from the provisions of this chapter:

A. Minors engaged in business or operating a business concern where no other person is employed by the minor.

B. The United States or instrumentality thereof and the state of Washington or any municipal subdivision thereof, with respect to any exercise of government functions.

C. All special events sponsored by the city, but not to include participating commercial peddlers.

D. Nonprofit organizations carried on by religious, civic, charitable, benevolent, nonprofit, cultural or youth organizations.

E. Business where the sale or contract for services occurs on business premises outside of the city and the only event occurring within the city is the mere delivery of the goods and services to the customer or client.

F. Any farmer, gardener, or other person who sells, delivers or peddles any fruits, vegetables, berries or any farm produce or edibles raised, gathered, or produced by such person within the state. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.070 Issuance of license.

Applications for a business license shall be made either with the city of Sultan or with the State of Washington Department of Licensing giving such information as is deemed reasonably necessary to enable the enforcement of this chapter. Said application shall be accompanied by payment of the application fee. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.080 License to be posted.

All licenses issued pursuant to this chapter authorizing the operation or conducting of any occupation, business, trade or entertainment at a specified location shall be posted in a conspicuous place at such location. The licensee at the request of any interested person shall display such license. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.090 Licenses not transferable.

No license issued under the provisions of this chapter shall be transferable or assignable unless otherwise specifically provided for; except that a license may be transferred when a business changes its structure of ownership; provided, however, that a new business license shall be required upon a substantial change of ownership, whereby those primarily accountable for the business have changed. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.100 Fraudulent use of business license.

No person holding a city business license shall suffer or allow any other person for whom a separate license is required to operate under or display such person's license and no person may maintain a business license obtained through false or fraudulent application or return of any false statement or representation in or in connection with any such application or return for such business license. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.110 Approval of business license.

All licenses approved for issuance by the city clerk shall be conditioned upon compliance at all times with all applicable ordinances, regulations and statutes of the city and the state of Washington. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.120 Inspections – Right of entry.

The city clerk, or designee, or authorized representative of the planning and building department are authorized to make such inspections of licensed premises and take such action as may be required to enforce the provisions of any business license or regulation ordinance. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.130 Terms of license.

All business licenses shall have a term as determined by the State of Washington Department of Licensing in cooperation with the city. The city license term or expiration date will be coordinated with the terms or expiration date of all other licenses or permits required by the state for each business. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.140 Renewal.

Renewals shall be handled by the State of Washington Department of Licensing in coordination with the city finance director. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.150 Penalty for late renewal.

If any license issued under this chapter is not obtained in a timely manner or renewed by the date of expiration of the existing license, then the new application must be accompanied by a fee of 150 percent of the regular fee payable upon application under this chapter. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.160 Denial, revocation or suspension of license.

A business license issued under this chapter may be revoked, suspended or denied for any one or more of the following reasons:

- A. Failure to comply with any federal, state or local laws or regulations.
- B. Failure to comply with any of the terms and conditions imposed by the city on the issuance of the business license.
- C. Conduct of the business or activity in a manner which endangers the public health, welfare, or safety.
- D. When the license was procured by fraud, false representation or evasions or suppression of material fact. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.170 Appeal process – Request for hearing.

Upon denial, suspension or revocation of a license, the city clerk shall, by certified mail, give written notice of such action to the applicant, which notice shall include a written report summarizing the complaints, objections and information received and considered by the city clerk and further stating the basis for such action. The applicant must appeal the decision for denial, suspension or revocation within 10 calendar days of receipt of the notice by filing a written notice of appeal and request for hearing with the city clerk. Upon receipt by the city clerk of the appeal notice, a hearing shall be set before the city council. Notice of the hearing shall be given to the appellant at least 10 days prior to the hearing. At such hearing, the appellant shall be entitled to be heard and introduce evidence on his behalf. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.180 Appeal to the superior court.

The decision of the city council is final unless an appeal of the decision is filed with the Snohomish County superior court within 30 calendar days from the date the city council decision was served upon or was mailed to the appellant. The decision for suspension or revocation of a license under this chapter shall be stayed during administrative and judicial review, but refusal to issue an initial license shall be not be stayed. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.190 License fees.

The fee for the business license required by this chapter shall be as established by resolution of the city council. The fee may be prorated as necessary to conform to SMC 5.04.130. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.200 Violation.

A. Any violation of this chapter shall be deemed a misdemeanor and shall be punished by a fine not to exceed \$500.00 and any person who engages in or carries on any business subject to the provisions of this chapter without obtaining a business license, or who carries on such activities in violation of this chapter shall be guilty of a separate violation of this chapter for each day during which the business is so engaged in or carried on, and any owner who fails or refuses to pay the business license fee or any part thereof on or before the due date shall be deemed to be operating a business without having a proper license to do so.

B. Collection. Any license fee or tax due and unpaid and delinquent under this chapter, and all penalties thereon may be collected by civil action, which remedy shall be in addition to any and all other existing remedies and penalties. (Ord. 916-06 § 1; Ord. 843-04 § 1)

5.04.210 General business license application – Public record.

General business license applications made to the city clerk pursuant to this chapter shall be public information subject to inspection by all persons except to the extent those records may be deemed to be private or would result in unfair competitive disadvantage to such business enterprise if disclosed, all as more particularly described in Chapter 42.17 RCW. (Ord. 916-06 § 1; Ord. 843-04 § 1)