

ORDINANCE NO. 13-15

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING VARIOUS SECTIONS OF THE CITY CODE OF SOUTH OGDEN TO CREATE A “GOOD LANDLORD” PROGRAM WITHIN THE CITY; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - Recitals:

WHEREAS, SOUTH OGDEN City (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of Utah Code (“UC”) §10-3-717, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds that in conformance with the provisions of UC §10-3-717, and UC §10-3-701, the governing body of the city has previously adopted a City Code which, among other things, deals with how certain types of businesses and their operations are defined, licensed, and regulated within the city; and,

WHEREAS, the City Council finds that South Ogden City Code, is based on and adopted in conformance with the authority granted to the City by UC Title 10; and,

WHEREAS, the City Council finds that it is in the public interest to manage and regulate how certain types of businesses and their operations are defined, licensed, and regulated within the city including but not limited to residential rental property businesses; and,

WHEREAS, the City Council finds that South Ogden City Code, should be amended by the addition of Chapter 11 of title 3 governing how residential rental property businesses are defined, licensed, and regulated within the city; and,

WHEREAS, the City Council finds that the requirements herein should be effective upon passage of this Ordinance; and,

WHEREAS, the City Council finds that the public safety, health and welfare is at issue in this matter and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City Code be changed and amended to as follows:

Amended Sections:

Upon the adoption of this Ordinance, Title 3 of the city code is amended and a Chapter 11 added and adopted to read as follows:

GOOD LANDLORD INCENTIVE PROGRAM

- 3-11-10 PURPOSE
- 3-11-20 POLICIES
- 3-11-30 RESPONSIBILITIES
- 3-11-40 PROGRAM REQUIREMENTS
- 3-11-50 TERM OF AGREEMENT
- 3-11-60 TERMINATION
- 3-11-70 INDEPENDENT CONTRACTOR
- 3-11-80 CONFLICT OF INTEREST
- 3-11-90 INDEMNIFICATION
- 3-11-100 ASSIGNMENT
- 3-11-110 ATTORNEYS FEES
- 3-11-120 SEVERABILITY
- 3-11-130 APPEALS
- 3-11-140 ENTIRE AGREEMENT
- 3-11-150 MODIFICATION OF AGREEMENT
- 3-11-160 APPLICABLE LAW
- 3-11-170 NOTICES

3-11-10 PURPOSE

South Ogden City's good landlord incentive program is operated with the city's landlord training program, established under Title 3 of the South Ogden Municipal code, and the city's adoption of disproportionate impact fees as it affects rental dwellings. The goal of the program is to provide a financial incentive to landlords who implement the objectives of the landlord training program, keep their properties free of criminal activity, and also maintain their properties free of certain code violations. The program authorizes a discount towards "disproportionate impact fees" assessed against rental dwellings under the city's business licensing regulations. Disproportionate impact fees are assessed based on the disproportionate police and fire services provided to rental dwellings as an overall business licensing classification. The discount is provided to landlords who help the city reduce the demand for such disproportionate services by implementing the objectives of the landlord training program and attempting to reduce criminal activities on rental properties. The program also attempts to encourage and reward those landlords who maintain their properties free of code violations.

3-11-20 POLICIES

A. Applications. It is the policy of the city that applications may be made available online to maximize program accessibility and to increase the city's efficiency and use of resources in operating the program. The city will provide resources at city offices to assist applicants without access to online resources or who need special assistance in using such resources.

B. The aspects of property management implemented in this program are found to be related to the control and prevention of illegal activity on rental property.

3-11-30 RESPONSIBILITIES

A. Primary responsibility for coordinating the program is delegated to the Police Department with the day to day operations managed by the business license coordinator or any successor division manager responsible for business licensing.

B. IT division of the Administrative Services department shall provide support services to allow access to online program applications and to assist in establishing the internal technical mechanisms for determining program compliance among the departments of the city.

C. Code Enforcement, Fire Department and Building Inspector, or any successor division responsible for code enforcement, shall assist in identifying rental dwellings not in compliance with city codes and the Good Landlord Program.

D. Police department shall develop procedures for the identification of landlords or rental dwellings that may not comply with those aspects of the program related to criminal activity on the premises or the failure to adequately screen tenants.

3-11-40 PROGRAM AGREEMENT AND REQUIREMENTS

The landlord incentive program requirements are of two (2) types. The first type of requirement is related to overall requirements that must be met by the landlord before any incentive may be provided. The second type of requirement is directly related to the rental dwellings themselves. Failure to meet the second type of requirement at one rental dwelling will not affect incentives earned related to other rental dwellings owned by the landlord.

AGREEMENT:

A. Landlord Requirements. Landlord agrees to perform the following.

I. Tenant Screening. Landlord shall perform all of the following screening requirements for all tenants prior to move-in:

- Criminal Background Check. Landlord shall obtain a criminal history for each tenant and each occupant of the premises who is 18 years or older, including information from the Utah Sex Offender Registry, to verify whether the tenant or occupants over 18 years of age are registered sex offenders. Landlord shall keep all criminal histories on file for the full term of the lease.
- Driver's License or State Identification. Landlord shall require every prospective tenant to provide a Driver's License or State Identification card, which Landlord shall copy and keep on file for the full term of the lease.
- Income/Employment Verification. Landlord shall obtain income/employment verification from every prospective tenant.
- Rental References. Landlord shall obtain and verify contact information for all previous landlords within the last three years.

- Application. Landlord shall require each prospective tenant to complete a Rental Application, which shall include the tenant's social security number and date of birth. Landlord shall keep the Application on file for the full term of the lease.

II. Tenant Selection. Landlord shall consider the following criteria, at a minimum, for tenant selection and will refuse to rent to any prospective tenant(s) or other occupants found to:

- False information. Provides false information to the Landlord on the Application or otherwise.
- Convictions. Have been convicted of multiple (more than one) drug or alcohol related crimes in the past four years (Landlord may deny rental at their discretion for a single conviction); any crime related property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past four years.
- Sex Offender Registry. Appear on the sex offender registry and it is within four years of the date of conviction. Landlords leasing to a sex offender(s) whose conviction is over 4 years old must comply with UCA 77-27-21.7 related to "Protected Areas."
- Controlled Substance. Have been convicted of distribution of a controlled substance within the past four years.
- Probation and/or Parole. Are on court or Board of Pardons-ordered probation or parole for one of the disqualifying offenses listed above.

III. Lease Agreement. Landlord shall execute a valid, written Lease Agreement with each tenant. Landlord Lease Agreement should include language allowing landlord the ability to evict a tenant if they violate the terms and conditions of the Good Landlord Program.

IV. Landlord Training. Landlord agrees to attend a City-approved landlord training class upon admittance into the program.

V. Eviction. Landlord lease agreements must provide Landlord with the ability to promptly evict problem tenants that are involved in drugs, criminal activity, or other illegal activities.

VI. Violations. One or more of the following shall be considered a violation of the terms and conditions of this Agreement:

A. Violations of Terms and Conditions

- Unresolved Ordinance Violations related to the property.
- Failure to screen tenants under Section "A" Landlord Requirements of this Agreement.
- Failure to obtain and have on file, information required to be maintained by this Agreement.
- Failure of Landlord to execute a valid, written lease agreement with the required Good Landlord Program language requirements.

- Failing to evict tenant(s) under this Agreement found to be involved in any criminal activity while residing in one of Landlord's rental units
- Failure to notify the South Ogden City Police Department with the following information when Landlord tows a vehicle: vehicle/owner information, towing company, reasons for towing the vehicle.

B. Penalties

The Landlords unit may be immediately terminated from the Good Landlord Program and shall be subject to the FULL AMOUNT OF ALL REQUIRED BUSINESS LICENSE FEES AS WELL AS ANY FINES ASSOCIATED WITH THE VIOLATION OF THIS AGREEMENT, WHICH SHALL BE DUE AND PAYABLE UPON TERMINATION FROM THE PROGRAM. FURTHER, IN SOME INSTANCES, VIOLATIONS OF THIS AGREEMENT AND TERMINATION FROM THE PROGRAM MAY RESULT IN SUSPENSION OR REVOCATION OF THE LANDLORD'S BUSINESS LICENSE.

IF A PROPERTY/RENTAL UNIT IS TERMINATED FROM THE PROGRAM, THE PROPERTY/RENTAL UNIT MAY NOT BE ELIGIBLE FOR READMISSION UNTIL THE BUSINESS LICENSE RENEWAL PERIOD.

VII. Towing Obligations. Landlord shall notify the South Ogden City Police Department before authorizing any vehicle tow from the property unless the vehicle blocks an entrance or an exit. Landlord shall post at least two signs of the name of the towing company and contact information in conspicuous places such that the information is readily available. Notice given in house rules to residents shall be sufficient notice for enforcement upon residents and tenants.

VIII. Additional Tasks at the Request of CITY. Landlord agrees to perform the following tasks at the request of CITY:

- Response to written notifications (electronic or otherwise) from the City, in accordance of this Agreement, within ten (10) business days;
- Participation in any electronic notification systems to the extent the landlord is available;
- Provide City with any and all landlord contact information requested;
- Commence eviction of tenants that jeopardize the landlord's membership status in the Program (i.e. continued ordinance violations, criminal offenses, etc.) when eviction is legally permissible; and
- Provide to the City, upon request, the documentation that evidences Landlord's compliance with this Agreement and the Program.

B. Rental Dwelling Requirements.

I. Calls for Service and City Ordinance Violations. All of Landlord's rental dwelling units shall be free of any and all South Ogden City Ordinance Violations. Landlord shall maintain all rental dwelling units in accordance with the South Ogden Ordinance requirements. Landlord's rental dwelling units shall also be free of any and all South Ogden City Building, Zoning, and Fire Code Violations. If the Landlord has questions regarding Building, Zoning, and Fire Code requirements, Landlord may contact the relevant City department for assistance. Landlord shall not permit criminal activity on the premises of Landlord's rental dwelling units. Landlord shall not permit multiple ordinance violations on any program property.

C. **City Requirements.** The City reserves the right to waive, amend, or otherwise forgive Landlord's violations of this Agreement, if, at the City's sole discretion, grounds exist for such a determination.

I. Admittance to Program. Admit any eligible Landlord who has duly complied with the minimum Program requirements for admission.

II. Consideration and Fee Reduction. In consideration of Landlord's admission, participation and compliance in the Program, the City shall reduce the Landlord's business license fee.

III. Conduct inspections. The City shall conduct at least two annual inspections at Landlord's request to identify problems or violations of law without penalty.

IV. Compliance. The City shall ensure compliance with the agreement for each Landlord admitted to the Program.

3-11-50. Term of Agreement. This Agreement shall commence upon execution by the parties and shall continue for the business license period and be automatically renewable annually, provided Landlord remains in compliance with all Good Landlord Program requirements and this Agreement.

3-11-60. Termination. If Landlord fails to fulfill his obligations under this Agreement or violates this Agreement, the CITY shall have the right to immediately terminate this Agreement by written notification to the Landlord. The term "breach of agreement" includes, but is not limited to, failure to comply with any federal, state, or local laws or regulations. Notwithstanding the above, Landlord shall not be relieved of liability to the CITY for damages sustained by any breach by Landlord. Landlord

3-11-70. Independent Contractor. It is understood and agreed that Landlord is an independent contractor, and that the officers and employees of Landlord shall not be employees, officers, or agents of the CITY; nor shall they represent themselves to be CITY employees; nor shall they be entitled, by the execution of this Agreement, to any benefits or protections that would otherwise be available to CITY employees.

3-11-80. Conflict of Interest. Landlord warrants that no CITY employee, official, or agent has been retained by Landlord to solicit or secure this Agreement upon an agreement or

understanding to be or to become an office, agent, or employee of Landlord, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

3-11-90. Indemnification. To the fullest extent permitted by law, Landlord agrees to indemnify, defend, and hold the CITY harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of a claim and/or liability imposed, claimed, and/or threatened against.

3-11-100. Assignment. Neither party shall assign any rights or interest herein without prior written consent of the other party except in cases of transfer of ownership. In cases of a change of property ownership, the new owner must provide their contact information to the city within 30 days, whereupon a new business license must be obtained by the new owner. The new owner may apply for membership status in the Good Landlord Program.

3-11-110. Attorney's Fees. If default occurs, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

3-11-120. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

3-11-130. Appeals. Any person denied admission to or disqualified under the program may appear before a hearing officer by applying in the office of the city recorder for a hearing and present and contest such denial or disqualification before a hearing officer. Such application shall be filed within fifteen (15) business days of the denial or disqualification and shall include the required filing fee as set out in the city's consolidated fee schedule. During the appeals process, the burden of proving qualifications or compliance shall be on the appellant.

3-11-140. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.

3-11-150. Modification of Agreement. This Agreement may be modified only by written amendment executed by all of the parties hereto.

3-11-160. Applicable Law. This agreement shall be governed by the laws of Utah.

3-11-170. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties:

If to the Landlord:

Landlord: _____

Phone: _____

Fax: _____

Email: _____

If to the CITY: South Ogden City Corporation
Attn: Business Licensing – Good Landlord Program
3950 South Adams Ave.
South Ogden, Utah 84403
Phone: (801) 622-2700
Fax: (801) 622-2714

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Owner or Owner’s Agent:
By (print full name):
Signature:
Title:

On this _____ day of _____, 20__.

South Ogden City:
By (print full name):
Signature:
Title:

On this _____ day of _____, 20__.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of any and all prior Ordinances and Resolutions, together with their specific provisions, where not otherwise in conflict with this Ordinance, are hereby reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Ordinance and the provisions of this Ordinance being deemed to be the separate independent and severable act of the City Council of South Ogden City.

Section 5 - Date of Effect

This Ordinance shall be effective on the 18th day of June, 2013, and after publication or posting as required by law.

DATED this 18th day of June, 2013

SOUTH OGDEN, a municipal corporation

by: _____
Mayor James F. Minster

Attested and recorded

Leesa Kapetanov
City Recorder