

**AMENDING CHAPTER 55 "HOTELS AND MOTELS", SECTION 55.01 "DEFINITIONS", SECTION 55.02 "TAX", SECTION 55.03 "BOOKS AND RECORDS", SECTION 55.04 "TRANSMITTAL OF TAX REVENUE", AND SECTION 55.06 "PENALTIES", OF THE CITY OF DEKALB, ILLINOIS MUNICIPAL CODE.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City's corporate authorities find that it is in the City's best interests for the protection of the public health, safety, and welfare to amend Chapter 55 "Hotels and Hotels" of the City's Municipal Code as set forth in the attached and incorporated Exhibit A (the "Amendment"); and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this Ordinance are true, material, adopted, and incorporated as Section 1 to this Ordinance.

**SECTION 2:** The City's corporate authorities approve the adoption of the Amendment.

**SECTION 3:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 25<sup>th</sup> day of September 2023 and approved by me as Mayor on the same day. Passed on First Reading by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None. Second Reading waived by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay: None.



  
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**COHEN BARNES, Mayor**

ATTEST:

  
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Ruth A. Scott, Executive Assistant

**CHAPTER 55  
HOTELS AND MOTELS**

**LATEST REVISION:** March 26, 2020 (Ordinance 2020-022)

**SECTIONS:**

**55.01 DEFINITIONS.**

**55.02 TAX.**

**55.03 BOOKS AND RECORDS.**

**55.04 TRANSMITTAL OF TAX REVENUE.**

**55.05 COLLECTION.**

**55.06 PENALTIES.**

**55.07 HOTEL/MOTEL LICENSE REQUIRED.**

**55.08 APPLICATION FOR LICENSE/INSPECTIONS.**

**55.09 MINIMUM STANDARDS.**

**55.10 APPROVAL, SUSPENSION AND REVOCATION OF LICENSE.**

**55.11 PENALTIES FOR VIOLATION OF SECTIONS 55.07-55.10.**

**TABLE OF AMENDMENTS**

**55.01 DEFINITIONS.**

For the purpose of this Chapter 55, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this Section.

~~Hotel~~Hotel Room ~~Room~~ or ~~Motel-Room~~Motel Room means a room within a structure offered for rental on a daily or other basis used or maintained as or advertised or held out to the public to be an inn, motel, ~~hotel~~Hotel Room or place where sleeping, rooming, office conference or exhibition accommodations are furnished for lease or rent, whether with or without meals. One room offered for rental with or without an adjoining bath shall be considered as a single ~~hotel~~Hotel Room or ~~motel room~~Motel Room. The number of ~~hotel~~Hotel Room ~~rooms~~ or ~~motel-room~~Motel Rooms within a suite shall be computed on the basis of those rooms utilized for the purpose of sleeping. In no event shall this term be construed to mean rooming houses, dormitories, apartment houses or other types of permanent residential uses as defined in or generally interpreted in the Unified Development Ordinance of the City of DeKalb, Illinois.

~~Owner~~Owner means any person having an ~~owner~~Ownership interest in or conducting the operation of five (5) or more ~~Hotel Room Rooms~~ or ~~Motel Rooms~~ ~~an amusement~~ so as to entitle such a person to all or a portion of the net receipts thereof ~~or an Online Travel Company~~.

*Person* means any natural person, trustee, court appointed representative, organization, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, state government or any political subdivision thereof, or any board or commission thereof, state university, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator, user or ~~owner~~Owner, or any officers, agents, employees or other representative, acting either for himself or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular, or plural is included in any circumstances.

*Permanent Resident* means any person who occupied or has the right to occupy any room or rooms in a ~~hotel~~Hotel Room or motel for not less than thirty (30) consecutive days.

## CHAPTER 55 HOTELS AND MOTELS

LATEST REVISION: March 26, 2020 (Ordinance 2020-022)

### SECTIONS:

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*Person* means any natural person, trustee, court appointed representative, organization, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, government corporation, state government or any political subdivision thereof, or any board or commission thereof, state university, municipal corporation, district or other political subdivision, contractor, supplier, vendor, vendee, operator, user or ~~owner~~Owner, or any officers, agents, employees or other representative, acting either for himself or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular, or plural is included in any circumstances.

*Permanent Resident* means any person who occupied or has the right to occupy any room or rooms in a ~~hotel~~Hotel Room or motel for not less than thirty (30) consecutive days.

## 55.02 TAX.

- a) ~~Except for any establishment that offers fewer than five (5) rooms,~~ There is hereby levied and imposed a tax of seven and one-half percent (7.5%) of the rent charged for the privilege and use of renting a ~~hotel~~Hotel Room Room or ~~motel~~ Motel Room within the City of DeKalb for each twenty-four (24) hour period or any portion thereof for which a daily or other room charge is made; provided, however, that the tax shall not be levied upon any permanent resident of the same room, ~~or upon a person who works and lives in the same hotel~~Hotel Room or ~~motel~~ Motel Room. (1985-035, 2008-035, 2018-090, 2019-027)
- b) ~~The above rate of tax shall be reduced to six and one-half percent (6.5%), upon the payment of all principal and interest on all bonds issued to finance the 2009 Public Safety facility or twenty-one (21) years from the adoption of ordinance 2008-069, whichever occurs last. (2008-069, 2018-090)~~
- b) The ultimate incidence of a liability for payment of said tax is borne by the ~~p~~Person who seeks the privilege of occupying the ~~hotel~~Hotel Room or ~~motel room~~Motel Room (the renter), ~~said person hereinafter referred to as "renter".~~
- c) The tax herein levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the ~~owner~~Owner of every ~~hotel~~Hotel Room or ~~motel~~ Motel Room to secure said tax from the renter of the ~~hotel~~Hotel Room or ~~motel room~~Motel Room and to pay over to the Finance Director or ~~designee~~ any authorized representative of his office said tax under procedures prescribed by the Finance Director, or as otherwise provided in this Chapter.
- d) Every ~~person~~Owner required to collect the tax levied by this ~~Ordinance~~Chapter shall secure said tax from the renter at the time ~~he~~ the Owner collects payment for the rental of the ~~hotel~~Hotel Room or ~~motel room~~Motel Room, ~~or rooms~~. Upon the invoice receipt or other statement or memorandum of the payment given to the renter at the time of payment (the "Documents"), the amount due under the tax provided in this ~~Ordinance~~Chapter shall be stated separately on ~~said~~ the ~~e~~Documents. Any applicable tax including, but not limited to, ~~or combined with the amount~~ of the Illinois ~~Hotel~~Hotel Operators' Occupation Tax Act, shall be stated separately on the Documents.
- e) The Finance Director may promulgate rules and regulations not inconsistent with the provisions of this ~~Ordinance~~Chapter ~~concerning regarding~~ the enforcement and application of this ~~Ordinance~~Chapter. The term "rules and regulations" includes, but is not limited to, a case-by-case determination whether or not the tax imposed by this ~~Ordinances~~Chapter applies.

## 55.03 BOOKS AND RECORDS.

The Finance Director or ~~any person certified as his authorized representative~~designee may enter the premises of any ~~hotel~~Hotel Room or motel for inspection and examination of records in order to effectuate the ~~enforcement~~ proper administration of this ~~Ordinance~~Chapter, ~~and to assure the enforcement of the collection of the tax imposed.~~ It shall be unlawful for any person to prevent, hinder or interfere with the Finance Director or ~~his authorized representative~~designee in the discharge of ~~his~~ their duties ~~in the performance of this Ordinance~~. It shall be the duty of every ~~owner~~Owner to keep accurate and complete books and records to which the Finance Director, ~~or his authorized representative,~~ or designee shall at all times have full access, which records shall include a daily sheet showing: (1) the number of ~~hotel~~Hotel Room or ~~motel room~~Motel Rooms rented during the twenty-four (24) hour period, including multiple rentals of the same ~~hotel~~Hotel Room or ~~motel room~~Motel Room where such shall occur; and, (2) the actual ~~hotel~~Hotel Room or motel receipts collected for the date in question.



#### 55.04 TRANSMITTAL OF TAX REVENUE.

- a) The ~~owner~~Owner or ~~owner~~Owners of each ~~hotel~~Hotel Room or ~~metel-room~~Motel Room within the City of DeKalb shall file tax returns showing tax receipts received with respect to each ~~hotel~~Hotel Room and ~~metel-room~~Motel Room during each month commencing on and including the first day of each month, on forms prescribed by the Finance Director. The returns shall be due on or before the 15<sup>th</sup> day of the succeeding calendar month.
- b) ~~The first taxing period for the purpose of this Ordinance shall commence on September 1, 1984, and the tax return and payment, by cash or check, payable to the City of DeKalb, for such period shall be due on or before October 15, 1984. Thereafter reporting periods and taxes shall be paid in accordance with the provisions of this Ordinance.~~ At the time of filing ~~said~~the tax returns ~~required by this Chapter~~, the ~~owner~~Owner shall pay to the Finance Director all taxes due for the period to which the tax returns apply. Any payment made by check which is returned to the City because of insufficient funds may result in the Director requiring that tax collector to make future payments by cashier's check or money order.
- c) If ~~for any reason~~ any tax is not paid when due as required by this Chapter, a late payment penalty at the rate of five percent (5%) of the tax due and not timely paid per thirty (30) day period, or portion thereof, from the day of delinquency shall be imposed upon the Owner~~added and collected~~, except that this penalty shall be suspended for taxes due in April 2020, May 2020, June 2020, and July 2020.
- d) If any tax return is not timely filed as required by this Chapter, a late filing penalty of five percent (5%) of the amount of tax require to be shown as due on a return shall be imposed upon the Owner.
- e) In the alternative to the late payment penalty and late filing penalty provided by this Section, a failure to file penalty of twenty-five percent (25%) of the total tax due for the applicable reporting period for which the return was required to be filled shall be imposed upon an Owner who fails to timely file any tax return required by this Chapter before the issuance of a notice of violation, tax deficiency, or tax liability.
- f) An interest charge of one percent (1.0%) per month, or fraction thereof, shall also apply to any late payment, underpayment, or nonpayment of tax required by this Chapter.
- gd) As compensation for services rendered in the collection and payment of this tax, the ~~owner~~Owner or ~~owners~~ of each ~~hotel~~Hotel or ~~m~~Motel filing a tax return may retain an amount of money equal to two percent (2%) of the tax due. In addition to this compensation, the ~~owner~~Owner or ~~owners~~ of each ~~hotel~~Hotel or ~~m~~Motel filing a tax return during the 2020 year may retain an amount of money not to exceed \$6,000.00 of the tax due during the 2020 year, provided that this additional compensation shall only be in effect for the 2020 year and for the ~~hotel~~Hotel Rooms or motels that have a valid license issued by the City as of April 1, 2020.
- he) Except as provided in this Section, all information received by the Finance Director from returns filed under this ~~Ordinance~~Chapter, or from any investigation conducted under the provisions of this ~~Ordinance~~Chapter, shall be confidential, except for official purposes with the Finance Department or pursuant to official procedures for collection of any State tax or enforcement of any civil or criminal penalty or sanction imposed by this ~~Ordinance-Chapter~~ or State Statute. Nothing contained in this ~~Ordinance-Chapter~~ shall prevent the Finance Director from publishing or making available to the public the names and addresses of persons filing returns under this ~~Ordinance~~Chapter, or from publishing or making available reasonable statistics concerning the operation of the tax wherein the contents of returns are grouped into aggregates in such a way that the information contained in any individual return shall not be disclosed. The Finance

Director may make available to the Secretary of the Treasury of the United States, or a proper official of the State of Illinois, or the City Manager, for exclusively official purposes, information received by the Finance Director in the administration of this ~~Ordinance~~Chapter.

#### **55.05 COLLECTION.**

Whenever any person shall fail to pay any tax as herein provided, the City Attorney shall, upon the request of the Finance Director, bring or cause to be brought an action to enforce the payment of said tax on behalf of the City in any court of competent jurisdiction.

#### **55.06 PENALTIES.**

Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the enforcement of any provisions of this Ordinance or the rules and regulations authorized by this Ordinance, shall, upon conviction thereof, be fined not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) ~~and may be incarcerated in the DeKalb County Jail for a term not to exceed six (6) months~~, and in addition, shall be liable in a civil action for the amount of tax due plus any penalties and the City's costs and reasonable attorney's fees. Each day of any violation of this ~~Ordinance~~Chapter shall continue, shall constitute a separate offense. (1984-051)

#### **55.07 HOTEL/MOTEL LICENSE REQUIRED.**

- a) Any establishment that offers five or more rooms for rent on an hourly, daily, weekly, or other similar basis, which is held out to the public as an inn, hotel, motel, or place where sleeping, rooming or other similar activities may occur in furnished or semi-furnished rooms shall be deemed a "Hotel" for purposes of this Section 55.07. If any portion of an establishment qualifies as a Hotel under this Section 55.07 the entirety of the establishment shall be deemed to be a Hotel and shall be subject to the licensure requirements outlined herein. The premises of the Hotel shall be deemed to include all areas utilized in connection with the Hotel, including parking areas, attached or on-site restaurants, recreation areas, or other similar properties.
- b) Establishments that are: 1) legally zoned for use as residential rental properties, which use written leases and comply with all requirements of Chapter 10 of the City Code of Ordinances, and which are registered with the City as residential rental properties pursuant to Chapter 10; 2) any establishment owned or operated by the state or federal government or operated exclusively as a hospital, retirement home or convalescent center, and, 3) any establishment currently licensed as a Rooming House by the City of DeKalb, shall be exempt from the definition of Hotel and shall not require a license hereunder.
- c) It shall be unlawful to operate any Hotel without first obtaining a license in accordance with the provisions of this Chapter 55. For Hotels in existence as of the date of passage of this Ordinance, it shall be unlawful to continue to operate such Hotel without obtaining a license in accordance with the provisions of this Chapter 55 within sixty (60) days of the effective date of this Ordinance.
- d) Hotel Licenses shall have a term commencing on June 1 and ending on May 31, on an annual basis. The initial licenses issued hereunder after passage of this Ordinance shall have a term from the date of issuance to May 31, 2014. Application for renewal of a Hotel License shall be made not less than sixty (60) days prior to the date of expiration of a current license, and all required inspections shall be scheduled to be completed not less than thirty (30) days prior to the date of expiration of a current license.

- e) For any establishment that is required to have both a Hotel License and a Fire Life-Safety License under applicable City Code, such establishment shall only be required to maintain a Hotel License and shall be exempt from the requirement of also obtaining a Fire Life-Safety License during such period as it shall maintain an active, valid Hotel License.

#### **55.08 APPLICATION FOR LICENSE/INSPECTIONS.**

- a) Application for a new or renewed Hotel License shall be made on a form provided by the City Manager's office, which form shall disclose such information as shall be required by the City Manager, which shall include, at minimum:
  - 1. The name, address, and registered agent of the person, corporation or other entity that owns or operates the Hotel, which identified person or entity shall be legally responsible for the lawful operation of the Hotel.
  - 2. The name, address, and 24-hour telephone number for a representative of the Hotel that will be available as a legal representative of the hotel to interact with emergency responders to the Hotel.
  - 3. The name, address and telephone number of any person utilized as a manager of the Hotel. The manager shall be responsible for operations of the licensed premises, and each Hotel must have a designated manager at all times. One person may not serve as manager for multiple licensed Hotels. Each manager shall be subjected to a criminal background check and shall be required to be approved by the Chief of Police, and no manager shall be approved if the background check results are unacceptable to the Chief of Police. Reasons for rejection include, but are not limited to, background checks revealing that said person has been convicted of a forcible felony, of any felony involving the use of a hotel/motel/inn or other similar property, of any offense involving the manufacture, sale or distribution of an illegal drug or narcotic, or of any offense relating to pandering, pimping, solicitation of prostitution or prostitution within the ten years preceding the application. Any time there is a proposed change in the designated manager, the Hotel must update its Hotel License and obtain approval of a new designated manager, following completion of a background check, prior to changing managers.
  - 4. A copy of any citation, violation notice, warning or other similar correspondence issued to the Hotel by any governmental agency (state, federal or local) other than the City of DeKalb in the past 36 months relating to any alleged dangerous or unlawful condition at the Hotel.
  - 5. A copy of the building plans for the Hotel in a form acceptable to the City's Building Department and Fire Department (unless such plans are already on file with the City in acceptable format).
  - 6. A confirmation of the number of hotel rooms constructed within the Hotel and the number and type of beds in each room.
  - 7. The identity and contact information, including telephone number, of the party or parties, if any that hold a franchise agreement or name licensure agreement with the Hotel.
  - 8. Such other information as shall be deemed necessary by the City Manager.
- b) Application or Renewal Applications shall be accompanied by payment of the then-current License and Inspection Fee as reflected on the schedule of fees then adopted by the City. The current schedule of fees for License and First Inspection is as follows:

<b>Number of Rooms</b>	<b>License &amp; First Inspection Fee</b>
4 - 19	\$ 550.00
20 - 39	\$ 720.00
40 - 59	\$ 900.00
60 - 79	\$1,150.00
80 - 99	\$1,400.00
100 - 119	\$1,700.00
120 - 139	\$2,000.00
140 or More	\$2,400.00 plus \$400.00 for every additional 20 rooms or portion thereof over 160 rooms.

The City Council may adopt updates to said fee schedule at any time. In the absence of adopted updates, said fees shall increase, on an annual basis, by the greater of the percentage of increase (if any) in the 7(g) rate specified in the City’s collective bargaining agreement with the International Association of Firefighters, or the Consumer Price Index for Chicago-Gary-Kenosha, All Urban Consumers. The fee for the initial inspection for a Hotel in the City of DeKalb shall be reduced by Fifty Percent (50%) for any Hotel who applies for licensure at a time when their license shall be issued for eight or fewer months. This fee reduction shall apply to initial inspections only and shall not apply to reinspection or complaint-based inspections.

- c) Submission of a signed application for a Hotel license and/or acceptance of a Hotel license constitutes the applicant’s consent to an inspection of any and all unoccupied portions of the licensed premises and any portions of the premises to which the Hotel may legally consent to inspection by the City: 1) at any time during the normal business hours of the licensed premises, with or without advance notice; or, 2) at such other time as the City shall designate to the applicant/Licensee in writing, with not less than 48 hours advance notice. Inspections pursuant to this consent may be conducted by any City personnel, including Police Department, Building, Public Works, or Fire Department staff, the City Manager or other staff authorized by the City Manager, for purposes of determining compliance with the provisions of this Code, or for purposes of determining compliance with any other applicable code or regulation. The consent for inspection shall extend to any portion of the premises. An applicant or Licensee’s refusal to grant access to the premises for an inspection shall constitute grounds for denial of a pending application (without refund of any posted application or renewal fees), and shall constitute a violation of this Code for Hotel license holders, which may subject a Hotel Licensee to suspension or revocation of their license, imposition of fines and penalties under this Code, or both. The existence of code violations shall justify suspension, denial, or non-renewal of a Hotel license. Notwithstanding the foregoing, in the case of rooms that are actually then-occupied by a person other than an employee of the Hotel, outside of the annual inspection or reinspection process, the Hotel shall not be responsible for occupants that refuse entry to the City.
  
- d) Prior to issuance of a Hotel License, the owner or operator of a Hotel shall submit the property to a complete inspection of the Hotel and the premises on which it is located. Prior to renewal of an existing Hotel License, the owner or operator of a Hotel shall submit the property to a bi-annual inspection (with the first year of such biannual inspections being in 2020). Said inspection shall be completed by the City of DeKalb’s agents or employees. The Hotel shall make all necessary arrangements to permit the inspection to be completed during normal working hours, 9:00 a.m. – 5:00 p.m. Said inspection shall include all rooms of the Hotel, including rooms available for rent to the public, mechanical rooms, common rooms, or any other rooms whatsoever.

Notwithstanding the foregoing, a Hotel may designate one room for permanent occupancy by a manager or representative of the Hotel, which room shall be disclosed to the City and shall not



be subject to inspection. Said inspection shall be for the purpose of verifying that the Hotel is in safe condition, in compliance with the requirements of this Ordinance, and in compliance with any other applicable standard, regulation, ordinance, rule, law or statute.

1. In the event that any inspection reveals any violation of any applicable standard, the violation shall be documented in writing to the Hotel. The Hotel shall be responsible for correcting the condition(s) within the timeline specified by the City. The City may either issue a citation to the Hotel for any violation or may enter into a compliance agreement whereby the Hotel agrees to correct the violation and/or pay a specified fine to the City in lieu of the issuance of a citation. The Fire Chief or designee has the authority to require more frequent inspections if significant code violations are observed.
  2. Upon correction of any violation(s), a reinspection of the Hotel shall occur. The cost of reinspection shall be billed to the Hotel at the City's actual labor and equipment cost plus a five percent administrative fee. Reinspections shall recur until all violations are corrected.
  3. If the City receives any complaint from any source, including a complaint generated by the City, of an alleged violation of this Code or any applicable legal standard, or in the event that the Hotel makes a Required Disclosure to the City as described in Section 55.09, the City shall conduct a reinspection of the affected portion(s) of the Hotel subject to the complaint. If the reinspection reveals that the complaint was unfounded, there shall be no charge for the reinspection. If the reinspection reveals a violation of any applicable law or standard, the Hotel shall be responsible for payment of reinspection fees as outlined in the preceding paragraph, plus any costs or fines imposed.
  4. In the event that required inspections are not completed on the scheduled date(s) of inspection through no fault of the City, the Hotel shall be subject to reinspection charges on the date(s) of reinspection.
  5. In the event that the City pursues legal or administrative action based upon any actual or alleged violation and the City prevails in such action, the City shall also be entitled to recover the costs incurred by the City in providing personnel to investigate, process, prosecute, or testify at any hearing relating to such legal action, which cost shall be calculated consistent with the calculation process for reinspection (cost plus 5%), and the Hotel shall be responsible for such costs.
  6. Each property required to be licensed under this Chapter 55 shall be inspected bi-annually and shall be licensed annually. Each property required to be licensed under this Chapter 55 shall also be inspected prior to the time of final approval of a new license, and prior to approval of a change in ownership or registration.
  7. The Fire Chief or designee shall be authorized to assign licensees to their first year of bi-annual inspections for scheduling purposes, and to alter the inspection schedule or period at any time thereafter. The Fire Chief or Designee shall also be authorized to require annual inspections for properties with significant violations observed during the course of an inspection or during the investigation of a complaint.
- e) Hotel license applicants shall schedule bi-annual inspections with the City not less than sixty (60) days prior to the date on which their then-current Hotel license expires and shall provide written notification of the pending room inspection of all persons who are then-currently renting or who will be renting a room in the Hotel on the scheduled dates of inspection. The Hotel shall be responsible for obtaining authority or consent for inspection of every room in the Hotel on the scheduled date(s) of inspection, and the Hotel shall reasonably cooperate with the City in gaining access to every room, including but not limited to requiring tenants to change rooms to

permit inspection of every room at the earliest possible time.

- f) In the event that the City is required to apply for or seek a search warrant for a room occupied by a rental occupant in the Hotel, the Hotel shall fully comply and cooperate with the City's efforts to obtain said warrant and shall disclose all relevant information known by the Hotel or its agents or employees to the City. The City shall also be entitled to apply and authorized to obtain for a search warrant for any other portion of the Hotel, in the event that the Hotel refuses to permit access or inspection. The failure to cooperate with the inspection program shall constitute a violation of this ordinance which may be punishable by fine or by suspension or revocation or non-issuance of a Hotel License.

#### **55.09 MINIMUM STANDARDS.**

- a) All Hotels in the City of DeKalb shall comply with all codes or ordinances that are applicable thereto, including all property maintenance ordinances of the City of DeKalb, building or fire codes, plumbing codes, and other similar codes and ordinances. All Hotels shall be subject to all occupancy limits, fire alarm and fire extinguisher requirements and similar regulations that a property obtaining a Fire Life-Safety License in the City of DeKalb is required to comply with.
  - 1. No Hotel shall operate when any portion of the premises open to the public is missing any required railings or safety structures, or when there are any open, unguarded holes, structures or excavations that present a public safety threat.
- b) All Hotels in the City of DeKalb shall be required to post, in each room in a conspicuous location, any notices required to be posted under applicable Federal, State or Local law or ordinance.
- c) All Hotels shall comply with the following Minimum Standards:
  - 1. All rooms offered for rent or potential occupancy in the Hotel shall be cleaned, at minimum: A) not less than monthly when unoccupied; B) at the conclusion of each occupancy, before renting the room to another occupant; and, C) not less frequently than every three (3) days, when occupied.
    - (a) Cleaning a room shall require complete replacement and sanitary cleaning of all replaceable linens in the room (including towels, bathroom linens, and bedding other than comforters), emptying of all trash and removal of all debris, verification that all plumbing fixtures are functional and in good repair, verification of compliance with all applicable codes and regulations, and confirmation that there are no insect or vermin infestations in the room. In addition, it shall require vacuuming of all carpets, and thorough cleaning of all sanitation, bathroom, kitchen, or food preparation or storage areas. Linens shall be free of stains, holes, rips, or odors, and shall be clean and sanitary. Mattresses shall be fully covered and shall similarly be free of stains, holes, rips, or odors.
    - (b) Hotels shall keep a log denoting the date and time of all such room cleanings, and the identity of the person who completed the room cleaning, and such log shall be made available to the City upon request. All hotel employees involved in room cleaning or sanitation shall be required to comply with reasonable standards regarding personal cleanliness, hand washing, containment of infectious diseases and similar precautions, which shall be subject to review in the reasonable discretion of the City.
    - (c) In the event that a Hotel has a tenant who refuses to permit cleaning to be completed in accordance with these Minimum Standards, the Hotel shall: i) document the tenant's

refusal in writing; and, ii) require the tenant to change rooms not less than weekly, to permit cleaning of rooms on at least a weekly basis.

2. All rooms offered for rent shall be required to have: functional plumbing including cold and hot water; working bathroom facilities including, at minimum, a toilet and a sink; functional and clean heating and ventilation systems; functional room lighting; emergency fire escapes in accordance with all applicable codes and laws; and, door locks on each room that provide reasonable security.
  3. It shall be unlawful for any person to do any of the following acts, and shall be unlawful for a Hotel to permit any person to:
    - (a) Make any permanent modification to a hotel room or to permit any person other than an agent or employee of the Hotel to redecorate a hotel room.
    - (b) Remain within a single hotel room for longer than thirty (30) days (any occupancy over thirty (30) days shall require changing rooms at least every thirty (30) days), exclusive of a single room designated by the Hotel for permanent occupancy under Section 55.08 d). Any person desirous of remaining at a Hotel for longer than thirty (30) days shall be required to switch rooms at least every thirty (30) days, and Hotels shall provide documentation to the City demonstrating compliance with this requirement upon request.
    - (c) Exceed any applicable weight, occupancy, or fire load limits for any room.
    - (d) Tamper with or disable any smoke detectors, fire alarms, or other similar warning systems.
  4. It shall be unlawful to rent or to offer for rent any room that has an active infestation of insects, bugs, any form of lice, fleas, bedbugs (any members of the genus *Climex*, including but not limited to *Climex lectularius*), mice, rats or other vermin. Any Hotel that discovers a room with the presence of any of these items present in it shall be obligated to immediately report the same to the City of DeKalb, prior to commencing a cleanup operation. This shall be deemed a Required Disclosure, and the City shall be permitted to conduct a reinspection of the affected area(s) prior to the Hotel and any other areas deemed necessary to inspect by the City (~~i.e.~~, adjoining rooms and/or areas where linens are stored or cleaned) making any change in the condition thereof. Following such a Required Disclosure, no room in which an active infestation is discovered shall be offered for rent to the public until such room has been reinspected by the City and approved as safe for occupancy.
- d) It shall be unlawful to:
1. Rent any sleeping/occupancy room (i.e. a room other than a meeting room not equipped with beds and not used for sleeping) by the hour or for any period of fewer than ten consecutive hours.
  2. Rent any sleeping/occupancy room more than once within any ten (10)-hour period measured from the start of one occupancy to the start of the next occupancy.
  3. Knowingly permit prostitution, pimping, gambling, illegal possession or delivery of, or trafficking in, controlled substances or other unlawful drugs including cannabis, to occur on the premises of the licensed establishment, or to fail to discover the occurrence of such illegal acts on the premises of the licensed establishment under circumstances in which a reasonable person, exercising ordinary care and diligence, would infer that such activity is

occurring, or to fail to report to the police in a timely manner any criminal activity occurring on the premises of the licensed establishment if the activity is observed by or reported to any agent or employee of the Hotel. No Hotel or person shall be charged with a violation of this subsection 55.09 d)3. where such person immediately notifies the City of DeKalb Police Department of the unlawful condition occurring, immediately after discovery thereof.

- e) Rooms offered for rental may be equipped with a refrigerator, microwave and/or coffee maker, but shall not be equipped with other kitchen appliances such as hot-plates, stoves, ovens, or similar items. Any electronic device shall be plugged into an outlet and shall not make use of power strips or extension cords for normal operation.
- f) The City may adopt additional or more detailed health and sanitation standards for Hotels, which standards may be adopted once approved by the joint agreement of the City Manager, Director of Public Works, Police Chief and Fire Chief. Any such changes shall be circulated to the City Council, in writing, within ten (10) days of the date of approval by staff.
- g) All Hotels shall be required to post a conspicuous notice on the interior of their hotel doors in a form and size acceptable to the City Manager, advising occupants of the City's license and inspection protocol and providing contact information for complaints or questions that the occupants may wish to direct to the City.
- h) It shall be unlawful to rent or to offer for rent any room that violates or fails to satisfy any of the foregoing minimum standards.
- i) In addition to all applicable local requirements, all hotel rooms shall comply with all applicable federal or state regulations, including but not limited to the Americans with Disabilities Act and any state regulations affecting room occupancy or hotel operations. (2015-36)

#### **55.10 APPROVAL, SUSPENSION AND REVOCATION OF LICENSE.**

- a) The City Manager shall be responsible for approval, suspension, or revocation of Hotel Licenses.

##### **1. Initial Approval or Renewal:**

- (a) A Hotel License shall issue to a qualified applicant that has successfully completed an inspection (or has satisfactorily addressed concerns and has been successfully reinspected following a preliminary inspection that revealed violations or concerns).
- (b) In the event of a Hotel that has pending violations or concerns that have not been addressed, but where the operator of the Hotel is undertaking reasonable measures to address the violations or concerns, the City Manager may issue a temporary or conditional Hotel License that requires compliance by a certain date, which License shall become unconditional at such time as the City Manager certifies in writing that the conditions have been reinspected and are satisfied. Such a conditional license may be revoked in accordance with its terms.
- (c) The City Manager may deny a Hotel License application or may refuse to issue a renewal license to any applicant that is in violation of this Code or an applicable standard or may require compliance and reinspection prior to issuing a new or renewal license. The decision of the City Manager to deny a Hotel License or renewal application may be appealed to the City Council but said decision shall remain in effect pending any such appeal.



- (d) No license shall be issued to or renewed for any applicant where the applicant, the premises proposed for licensure, or the manager listed on the application is delinquent in the payment of any obligation of any form to the City of DeKalb.
2. Suspension or Revocation:
- (a) In the event of any single violation of this Code that presents an urgent, substantial and unjustified threat to public health, welfare, safety or morals, the City Manager may suspend the Hotel License without prior notice, conditioned upon the Hotel immediately working to rectify the concern. In the event of such an emergency suspension, the City Manager shall afford the Hotel with an opportunity for a hearing before him within one (1) business day of the emergency suspension.
  - (b) In the event of any other proposed suspension or revocation of a Hotel License, the City Manager shall provide the Hotel with not less than four (4) business days written notice of his intention to conduct a hearing, either before himself or before an Administrative Hearing Officer of the City of DeKalb, to determine whether there are violations of this Code that merit suspension or revocation of the Hotel License.
    - i. It is the stated policy of this Ordinance that fines, suspensions, and revocations be progressive in nature. Any single serious offense may justify suspension or revocation. Less serious offenses shall be considered cumulatively and may, in the aggregate, merit suspension or revocation. Suspensions shall be for a period of up to thirty (30) days. A Hotel License that is revoked may not be reapplied for by the same applicant during the then-current term of licensure.
    - ii. In the event that a suspension or revocation is placed into effect based upon an urgent, substantial, and unjustified threat to public health, welfare, safety or morals, the suspension may take effect immediately. Suspensions or revocation for any other reason shall require at minimum a five (5)-day waiting period following the conduct of the hearing before taking effect.
    - iii. The decision of the party conducting the hearing shall be prepared and delivered to the Hotel in writing.
  - (c) The decision of the City Manager to suspend or revoke a Hotel License may be appealed to the City Council of the City of DeKalb, but such suspension or revocation shall remain in effect pending the outcome of the appeal. The decision of an Administrative Hearing Officer to suspend or revoke a Hotel License may be appealed in accordance with the procedures for appealing such an Administrative Hearing Officer decision, to the Circuit Court.
3. Ordinance Violation/Circuit Court: In the alternative to any of the foregoing procedures, the City may elect to pursue any violation of this Code as an Ordinance Violation in the Circuit Court for DeKalb County, or may seek to pursue an equitable remedy such as an injunction to require compliance with this Code, to abate any violations, to suspend or revoke a Hotel License, or to prevent operation of a facility without a Hotel License.
4. Compliance Agreement: In lieu of pursuing any of the foregoing remedies or at any time during the pendency of any of the foregoing actions, the City Manager may enter into a Compliance Agreement with a property owner or Hotel operator, which Compliance Agreement shall specify an agreed fine to be paid to the City (if any), and the terms or conditions under which the Hotel shall operate, shall rectify any violations, or shall terminate operations. Such Compliance Agreement shall include any other terms deemed acceptable

to the City Manager.

**55.11 PENALTIES FOR VIOLATION OF SECTIONS 55.07-55.10.**

- a) Operating a Hotel without a license shall be an ordinance violation punishable by a fine of not less than \$500, nor more than \$1,000 per day, for each day that the violation remains in effect.
- b) Any other violation of these provisions shall be punishable by a fine of not less than \$300 nor more than \$1,000 per day, per violation, for each day that a violation remains in effect.
- c) In addition, the City shall be entitled to seek and obtain an injunction preventing and prohibiting the use of any real property within the City as a Hotel if said property is operating without a license issued under this Chapter 55 or is otherwise operating in violation of these provisions.

**Chapter 55**  
**“Hotels and Motels”**  
**Table of Amendments**

The following table provides for the amendments made to this Municipal Code Chapter since its original effective date of July 23, 1984 (Ordinance 1984-051).

<b>Effective Date</b>	<b>Ordinance No.</b>	<b>Description of Amendment</b>
7/23/1984	1984-051	Amending the Municipal Code by Adding a New Chapter 55 “Hotel-Motel Tax”, Establishing a Tax of the Use and Privilege of Renting a Hotel or Motel Room within the City of DeKalb.
9/24/1984	1984-069	Amending Chapter 55 "Hotel-Motel Tax" by Deleting Subsections (b) and (d) of Section 55.04 "Transmittal of Tax Revenue" and Adding New Subsections (b) and (d).
6/10/1985	1985-035	Amending Chapter 55 “Hotel-Motel Tax”, Section 55.02 “Tax”, by Increasing the Tax to Five Percent (5%).
3/10/1986	1986-014	Amending Chapter 55 “Hotel-Motel Tax”, Section 55.04 “Transmittal of Tax Revenue” by Increasing the Delinquency Penalty to Five Percent (5%).
9/26/1994	1994-134	Amend Chapter 55 "Hotel/Motel Tax", Section 55.01 "Definitions".
6/23/2008	2008-035	Amending Chapter 55 “Hotel-Motel Tax,” Section 55.02 “Tax”, by Increasing the City Imposed Tax Rate from Five Percent (5%) to Six Percent (6%).
10/27/2008	2008-069	Amending Chapter 55 “Hotel-Motel Tax”, Section 55.02 “Tax”, by Increasing the Tax to Seven Percent (7%) Effective January 1, 2009.
9/23/2013	2013-056	Amending Chapter 55 “Hotels and Motels”.
8/24/2015	2015-036	Amending Chapter 49 “Human Relations Commission”, Section 49.01 “Establishment” as it Pertains to Service Animals. <a href="#">(This ordinance also amends Chapter 55 “Hotels and Motels, Section 55.09 “Minimum Standards”.)</a>
12/18/2018	2018-090	Adopting the Annual Budget of the City of DeKalb, Illinois for the Fiscal Year Beginning January 1, 2019, and Ending December 31, 2019, in the Amount of \$96,147,332.00, and Approving Related Regulations Having Financial Impact. <a href="#">(This ordinance also amends Chapter 55 “Hotels and Motels”, Section 55.02 “Tax”.)</a>
2/25/2019	2019-027	Amending Chapter 55 “Hotels and Motels” to Eliminate Hotel and Motel Tax of Properties with Five or Fewer Hotel Rooms.
3/25/2019	2019-031	Amending Chapter 5 “Fire Department”, Chapter 16 “Fire and Life Safety”, Chapter 27 “Gas Station Licenses”, and Chapter 55 “Hotels and Motels” (Section 55.08 “Application for License/Inspections”).
3/26/2020	2020-022	Amending Chapter 55 “Hotels and Motels”, Section 55.04 “Transmittal of Tax Revenue”, and Chapter 60 “Restaurant, Bar and Package Liquor Tax”, Section 60.08 “Failure to File Return and Pay Tax” to Provide Economic Relief Related to COVID-19.