ORDINANCE 2014-033 TABLED: SEPTEMBER 8, 2014

AN ORDINANCE AMENDING CHAPTERS 7, 14, 16, 27, 32, 36, 38 AND 64 OF THE CITY OF DEKALB CODE OF ORDINANCES RELATING TO COMMERCIAL BUSINESS RESPONSIBILITY.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and,

WHEREAS, the City of DeKalb currently maintains Chapters 7, 14, 16, 27, 32, 36, 38 and 64 of the City Code, each one of which includes restrictions applicable to commercial businesses and properties within the City of DeKalb; and,

WHEREAS, the City Council finds that certain updates to these Chapters are required to properly promote the public health, safety, welfare and morals; and,

WHEREAS, as outlined by presentations and public discussion at a City Council meeting on August 25, 2018, the content of which are incorporated herein by reference and expressly adopted by the City Council as accurate, the City of DeKalb has experienced a decline in the quality of commercial properties and has experienced the high-profile collapse or closure of a number of commercial businesses based upon the failure of the owners/managers to maintain said properties and address property maintenance issues; and,

WHEREAS, the City Council has thus determined that it is necessary to adopt a detailed program outlining a new Commercial Property Responsibility Ordinance imposing restrictions that provide for a unified, streamlined process for inspection of commercial and industrial properties in the City, with a defined process for annual inspections and with a policy directive aimed at remediating violations and correcting them; and,

WHEREAS, the City Council finds that the measures contemplated herein are the least invasive measure possible to reasonably address the decline in property quality and the threats to public safety which exist, and further finds that previous measures including limited licensure and a reactive approach to property maintenance issues have been unsuccessful in meaningfully addressing such issues.

THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

Section 1. Ordinances Amended.

The ordinance attached hereto as Exhibit A is hereby adopted in its entirety, by reference, as if restated fully herein.
Section 2. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

Section 3. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

Section 4. This Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: ______, 2014. Effective date: ________________, 2014.
Chapter 7: Water Service

Chapter 7 shall be amended with the addition of Section 7.19-1, as follows:

7-19-1 Combined Service Accounts.

a. Creation of Combined Service Accounts. The Finance Director is hereby authorized to create individual Service Accounts for each user of City services. Said Accounts shall consolidate all commonly used City services including, but not limited to, water and sewer use billing pursuant to City Code, garbage pickup pursuant to City Code or agreement, building permit, registration and inspection fees, ordinance violation / parking citations and any applicable fines and penalties therefore, dog or pet registration / fees, and any other fees, charges, surcharges, interest thereupon, or other costs whatsoever due and owing from any user of City services to the City. For purposes of this Ordinance, a single user account shall be established for each individual property in the City and the charges or expenses applicable to any person who resides at such property or vehicle registered to such property’s address shall be chargeable to the property’s service account.

b. When processing payments received for a Service Account, the City shall apply all payments in the following order: 1) All outstanding penalties and fines for violations of City codes and ordinances, administrative hearing judgments or circuit court judgments, 2) garbage pickup, 3) building permit, registration or inspection fees, 4) any charges associated with abating any public nuisance or mowing weeds/grass that exceeds the height permitted under City Code (regardless of whether the City has filed for a lien and/or obtained a judgment for such expenses), 5) dog/pet registration and related fees, 6) interest, late payment penalties, or other similar fees and surcharges, 7) liquor license fees or fees associated with any other City issued license, permit or privilege, 8) any outstanding amounts for other obligations to the City other than a charge enumerated herein, 9) water service reinstatement charges, and 10) water/ sewer service and use charges, sewer use charges, 2) garbage pickup, 3) administrative hearing judgments relating to the Building or Property at issue; 4) building registration, permit or inspection fees relating to the Building or Property at issue; interest, late payment penalties or other similar fees or surcharges; 5) water/ sewer service reinstatement charges; and, 6) water use charges.

c. A failure to pay any amounts due under a City Service Account shall entitle the City to cease provision of any or all City services, including suspension or termination of water service.

d. Prior to ceasing all City services, the City shall comply with the shut off procedures established within the City Code, regardless of whether the basis for the shut off is due to a failure to pay amounts due for water/sewer bills, or due for other expenses or charges payable to the City.

e. When City services are terminated for a specific property based upon a failure to make full payment of amounts outstanding on a City Service Account
within the time specified under City Code or applicable City procedures, prior to the reinstatement of services to said property, the City may demand full satisfaction of all outstanding charges on the City Service Account for that property, without regard to changes in the ownership or occupancy of such property.

f. Upon request by any party charged with a parking citation or other violation of City Code, said violation shall be converted to an ordinance violation citation prosecuted by the City in Court, in lieu of appearing as a charge on said person's Service Account.

g. Multiple Party Regulations:

1. For owner-occupied residential structures, the Service Account shall include all the owner(s) of the structure and all charges related to the structure or any vehicles registered to the property address.

2. For non-owner-occupied residential structures, the Service Account shall include all of the owner(s) of the structure and all charges related to the structure. In the case of a structure with water service divisible by unit, the Service Account shall also include any party listed on the water service account with the City and all charges related to any vehicles registered to a party on the water bill and the specific divisible unit.

3. For owner-occupied commercial structures, the Service Account shall include the owner(s) of the structure and all charges related to the structure or any vehicles registered to the property address.

4. For non-owner-occupied commercial structures, the Service Account shall include all of the owner(s) of the structure and all charges related to the structure. In the case of a structure with water service divisible by unit, the Service Account shall also include any party listed on the water service account with the City and all charges related to any vehicles registered to a specific divisible unit.

5. Nothing contained in this Ordinance shall be construed to compel the occupant of a specific, divisible unit to be responsible for the conduct or charges accrued by the occupant of separate and specific divisible unit.

6. Pursuant to City Code Section 7.15, charges for water service are required to be billed only to the Owner of a property at the Owner's place of residence. The City shall hereafter maintain accounts for all properties in accordance with that requirement and shall bill all water accounts in the property owner's name, with the effective date for such action to be the first to occur of: a) the Owner's notification of a lease termination/extension/renewal/new lease execution; b) a notification of change in tenants; or. c) December 31, 2015. At the Owner's request, a duplicate bill may be mailed to a third party for an additional fee to be established by the Finance Director, but following the effective date of this
requirement, all bills and related responsibility for charges shall be in the Owner's name. In the case of a party who is the owner of more than one structure, all such structures shall be combined into one Combined Service Account.
Chapter 14: Commercial / Industrial Building Responsibility Code

14.01 Statement of Policy:

It is the policy of the City of DeKalb to conduct a process of registering commercial and industrial buildings within the corporate limits of the City, to enable their identification and to permit a progressive system of inspections designed and narrowly tailored to protect public safety, promote building maintenance and compliance with applicable building safety codes, and to create and promote a first-class environment for citizens that supports commerce and free enterprise. To the greatest extent possible, this Chapter 14 should be interpreted in a fashion that authorizes the conduct of inspections to verify compliance with applicable codes, and to prevent the occurrence or creation of unsafe building conditions that jeopardize the public health, welfare or safety.

14.02 Definitions:

Amusement Device: Any machine, apparatus, contrivance, appliance, or device which may be operated or played involving in its use either skill or chance, including, but not limited to pool table, billiards, bumper pool, tape machine, card machine, pinball machine, bowling game machine, shuffleboard machine, marble game machine, horse racing machine, shuffleboard machine, basketball machine, baseball game machine, football game machine, dart game, electronic video game, or any other similar mechanical or electronic game machine or device. Amusement Device shall not include any video gaming device licensed pursuant to Chapter 38 of the City Code of Ordinances.

Building: Any structure, temporary or permanent, constructed upon real property within the City of DeKalb.

Commercial Building: Any Building, whether vacant or occupied, which is zoned or utilized for any commercial or industrial use or purpose, inclusive of any home-based business which allows or permits customers or the public to visit the premises. A Commercial Building shall include any Rooming House, Hotel, or Mixed-Use Property as defined herein. A Commercial Building shall not include any Excluded Building. A Hotel shall be considered to be a Commercial Building. Any Commercial Building that is vacant shall be nonetheless considered to be a Commercial Building. Any multi-unit residential rental property that is not registered with the City pursuant to the requirements of Chapter 10 (by virtue of its vacancy) shall be considered to be a Commercial Building.

Commercial or Industrial Use: Any zoning designation or use which is identified as or is consistent with a use enumerated as a commercial use or as an industrial use in the City’s Unified Development Ordinance.

Excluded Building: Any property which is: 1) exclusively owner-occupied and exclusively residential in nature; 2) a Governmental Building or, 3) residential rental property, multi-unit or otherwise, that is registered with the City pursuant to the requirements of Chapter 10 of the City Code of Ordinances, unless such property is a Mixed-Use Property as defined herein.
Governmental Building: Any parcel of real property, improved with a permanent structure, where either the real property or the structure is owned or leased by the State or Federal Government or a unit thereof, or by a unit of local government.

Hazardous Material: Medical waste, more than five gallons of any flammable substance, any amount of an explosive substance, bulk compressed gas, radioactive substances, or any item recognized as a Hazardous Material on the then-current United States Department of Transportation Hazardous Material Table.

Hotel: A structure (other than a Rooming House) with five or more rooms 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 or place where sleeping, rooming, or similar 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 or motel room. The number of hotel or 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 City’s Unified Development Ordinance. Establishments that are legally zoned for use as residential rental properties, which use written leases and comply with Chapter 10 of the City Code of Ordinances (and which are registered with the City as residential rental properties pursuant to Chapter 10) shall be exempt from the definition of a Hotel.

Mixed-Use Property: Any Building which is zoned for or utilized in a fashion as to include a combination of uses which include residential uses (whether for rental or owner-occupied) in connection with either a Commercial or Industrial Use, regardless of whether such property is registered as a residential rental property.

Owner: Any person, corporation or entity having an ownership interest in a parcel of real property.

Public Accommodation: Any Building or space within a Building which is utilized as any form of accommodation open to the Public, such as a hotel, restaurant, commercial office that is visited by clients, commercial shop selling merchandise, or other similar space which is open to the public. This shall include, but not be limited to:

1) Any public place kept, used, maintained, advertised or held out to the public as a place where meals are actually and regularly sold, or where food products are sold to the public primarily for consumption off-premises.

2) Any gas station, convenience store, grocery or drug store, and any place held out to the public as a place where entertainment and/or food and/or beverages are sold, such as a bar, banquet club or hall, bowling center, amusement hall, social club, theater concert hall, dance club, bounce house, indoor-trampoline facility, indoor rock-climbing gym, movie theater, ice or roller-skating rink/alley/field, bowling alley or other amusement facility.
3) Any facility enclosed within a building which is used for athletic, amusement or recreational purposes with seating or occupancy limits in excess of 50 persons.

Rooming House: Any building consisting of a detached structure providing a single dwelling unit in which sleeping arrangements (with or without meals) are provided for compensation (pursuant to arrangements for defined periods and not open to the public or transients), to: a) more than three persons not related by blood, marriage, adoption or other means of legal custody living together as a single household unit in a dwelling east of Normal Road north of Lucinda Avenue or east of the Kishwaukee River south of Lucinda Avenue; or, b) more than four persons not related by blood, marriage, adoption or other means of legal custody living together as a single household unit in a dwelling west of Normal Road north of Lucinda Avenue or west of the Kishwaukee River south of Lucinda Avenue. A structure which provides individual units for rent, each unit being separately accessible via a private door and each unit containing separate and self-contained bathroom, kitchen and sleeping facilities, shall be considered to be an apartment and not a Rooming House.

14.03 Registration Required:

a. The Owner of any Commercial Building is and shall be required to maintain a current registration with the City of DeKalb for said building. Initial application for registration shall be completed by March 1, 2015. At the time of initial application for registration, each Building shall be assigned a twelve-month annual registration period (with the City undertaking to include all Buildings under common ownership within the same registration period). Subsequently, each Owner shall renew the registration of each Building by filing an application for renewal at least ninety (90) days prior to the end of the then-current term of the assigned registration period.

b. Both initial application and renewal shall be on a form prescribed by the City Manager, and shall be filed with the City Manager's Office or designee. Owners shall be required to pay the then-current registration fee at the time of registration. The registration form shall contain, at minimum:

1) The name, address and registered agent of the person, corporation or other entity that owns the Building, which identified person or entity shall be responsible for the lawful operation of the Building. The address disclosed herein shall be an address at which the Owner agrees to accept service of process for any complaint or legal process, via first class mail, postage prepaid.

   i. If property is owned in a trust, the names, addresses and phone numbers of all beneficiaries thereof shall be provided.

2) The name, address and 24 hour telephone number for a representative of the Owner, who has 24 hour access to the Building as a keyholder, that will be available as a legal representative to interact with emergency responders.
3) The name, address, email address and telephone number of any person utilized as a manager for the Building.

4) The name, address, telephone number and nature of business of each tenant or occupant of the Building (other than residential tenants).

5) A copy of the floor plans for every floor of the Building or a scale drawing thereof (if floor plans are not available), showing all entrances and exits (including the size and swing of all doors and egress points, with any emergency exits being specifically designated), fire suppression systems, fire extinguishers, alarm panels, utility services, areas where any Hazardous Materials are stored (and a description of such Hazardous Materials) and such additional information as shall be required by the application. The plans or drawing shall clearly indicate any separate tenancies within the Building, and shall also indicate the position of any Amusement Device on the property. The City Manager may elect to implement a process allowing or requiring electronic submittal of floor plans.

i. For any structure which is utilized for any form of sleeping or overnight occupancy or as a Public Accommodation, said floor plan shall also include:

A. The location of all fire extinguishers and smoke and carbon-monoxide detectors (which shall be hardwired with battery backup).

B. A calculation of the proposed total occupant load based on floor area and applicable codes.

C. Location, dimensions and use of all rooms including layout of bars, tables, service areas and amusement devices.

ii. The City Manager or designee may specify additional detail that is required for inclusion on a site plan.

iii. Within three years of the date of approval of this Ordinance, all registrations shall be updated to include the filing of an electronic floor plan for all registered buildings, in a format acceptable to the Fire Chief.

6) A signed consent to the inspection protocol contemplated herein.

i. Submission of a signed application for registration of a Public Accommodation constitutes the applicant's consent to an inspection of any and all portions of the premises 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 24 hours advance notice. Inspections pursuant to this consent may be conducted by any City personnel or agent of the City, for purposes of determining compliance with any applicable code or regulation. The consent for inspection shall extend to any portion of the premises other than individual residential dwelling units in a Mixed-Use Property.

7) Acknowledgment of the Tenant Notification Requirements of this Ordinance.

8) An oath that all information contained in the registration application is truthful, accurate and complete.

c. At any time that there is a change in any information listed on the registration form (e.g. change in tenant), the Owner shall notify the City of the same, in writing, utilizing a registration update form provided by the City. Changes in tenants in a commercial structure: 1) that result in any modification of the structure which would require a building permit; 2) that result in any change to the location or existence of Hazardous Materials on-site; or, 3) that result in any alteration to points of ingress or egress, fire suppression, fire alarm or similar facilities, shall require the reinspection of the individual tenant space at issue.

d. Registration shall be non-transferable; at any time of a change in Owners, the new Owner shall re-register a Building. In the event of a change ownership of any Building or Property, a new registration shall be completed within five business days of the date of change in ownership. Changes in ownership shall trigger reinspection of a Building and may change the schedule for subsequent registration periods.

e. As a component of annual registration, the Owner shall be responsible to provide notice to all tenants or occupants of any Building or Property subject to this Ordinance of the provisions of this Ordinance including the City’s ability to conduct inspections of the Building and Property. The Owner shall be responsible for obtaining authority or consent for inspection of the Building as required herein, and the Owner shall reasonably cooperate with the City in gaining access to all required areas, including but not limited to: 1) requiring tenants in Rooming Houses to temporarily vacate from a room or relocate rooms if required; 2) requiring tenants in any other Building to provide access to leased spaces for purposes of conducting the inspection; and, 3) either clearing occupancy of rooms in Hotels or making arrangements to gain consent for inspection of all rooms in a Hotel. At the request of the Owner, Hotel inspections may be conducted over two days to permit guest relocation; the expense for said inspections shall be the responsibility of the Owner.

f. The City shall not have a process to revoke or refuse to register any Building which is subject to this registration requirement. Registration shall not be construed as a form of licensure.
14.04 Annual Inspection Required:

a. Each Building required to register under Section 14.03 shall be required to complete an annual inspection. Annual inspections shall be completed at the time scheduled by the City, and shall be completed at approximately the same time each year. Each Owner shall be responsible for payment of the then-current Inspection Fees as may be established by City Council from time to time.

b. Commercial Building Annual Inspections shall consist of a walk-through inspection of the real property on which the Building is situated, and then a walk-through inspection of all areas of the Building (except as modified below). The walk-through may include an examination or inspection of any structural, mechanical or other aspects of the Building. At the time of inspection, all Buildings must have a then-current inspection tag on all fire extinguishers, fire alarm systems and fire suppression systems, evidencing a current inspection from a licensed inspection company.

1. Annual inspections of Mixed Use Buildings shall consist of a walk-through inspection of the real property on which the Building is located, a walk-through inspection of all non-residential portions of the Building, and a walk-through inspection of all common areas of the residential portions of the Building, but shall ordinarily exclude inspection of the individual residential tenancies in the Building. In the event that the annual inspection (or any complaint-based inspection) provides probable cause to believe that a violation of any applicable code or standard exists within an individual residential tenancy, then the City shall attempt to gain access to such tenancy by consent of the resident and, failing such consent, shall apply for a search warrant to complete such inspection.

c. Each Owner shall be responsible for notifying all tenants of a Building of the date and time for the annual inspection (and any re-inspections that are required), and for gaining access to all portions of the Building required for inspection (other than individual residential tenancies as described above). The Owner shall be responsible for any re-inspection costs incurred as a result of the City being unable to complete its inspection at the scheduled date and time, and shall be responsible for all costs incurred by the City in obtaining access to properties that are subject to this inspection requirement.

d. Each Building shall also be subject to re-inspection if required to determine whether violations identified at the annual inspection have been satisfactorily remediated. Each Owner shall be responsible for the cost of any re-inspection(s). Re-inspection shall recur (at reasonable intervals) until all violations identified have been remediated.

e. Each Building shall be subject to inspection at any time, based upon documented complaints received from an identifiable third party or from a City employee. In the event that such inspection identifies any condition which violates any applicable code or standard, the Owner shall be responsible for the cost of such
complaint-based inspection. In the event that the inspection does not reveal any violations, the Owner shall not be responsible for the cost of the complaint-based inspection.

f. The annual inspection contemplated herein may be combined with any other inspection programs or requirements imposed by the City. The City shall endeavor to combine inspections where possible to reduce the cost of the inspections that are required herein. (E.g. if a structure is required to be inspected for a building permit and separately required to be inspected under this Code, if the personnel to be utilized for both inspections are the same personnel, the City shall endeavor to complete both inspections at the same time and/or to utilize information from any previous inspections to limit the scope of any required later inspections).

g. In the event that any inspection reveals conditions which the City has probable cause to believe or a reasonable belief that they require specialized attention (e.g. conditions requiring inspection by an architect, structural engineer, civil engineer or other professional), the City may, at its option, permit the Owner to hire a professional for such review (with the requirement that the Owner's professional provide a written opinion to the City regarding the item(s) at issue, which opinion shall expressly indicate that it has been prepared for the City to rely upon), or the City may retain its own professional. In the event that the City believes that the Owner provided opinion is inaccurate or incomplete, the City may retain its own professional. Any costs associated with such review shall be included as a component of the inspection costs, and shall be the responsibility of the Owner.

14.05 Inspection Standards:

a. Inspections shall be completed to determine compliance with the standards outlined in this Section 14.05, along with any property-specific standards identified in Section 14.06. In the case of any property-specific standards, the inspection shall confirm compliance with each of the standards, inclusive of any record-keeping obligations.

1. After such documentation is developed, the City shall maintain, on its website, a copy of the then-current inspection form and any available guidelines, recommendations, or responses to frequently asked questions regarding the inspection program.

2. Prior to the conduct of any inspections pursuant to this Code, the City shall conduct a public education process and provide information to property owners subject to this Code regarding the terms and contents hereof.

b. Inspections shall be utilized to determine whether a Building and the property on which it is sited comply with the then-current provisions of the City’s building codes, property maintenance codes, mechanical codes, fire codes, the provisions of any City ordinance applicable to a property by virtue of the licenses or registrations that it maintains (or that any tenant therein maintains), compliance with
any other applicable City codes, ordinances or regulations, and to determine
compliance with any superior governmental mandate applicable to the Building or
the property.

1. For purposes of the inspections contemplated herein, the City shall
review codes utilized with respect to a given Building based upon an accurate
interpretation of any grandfathering provisions which may be applicable. It
is expressly recognized that not all buildings will comply with the most
updated provisions of the City’s building codes, and that under applicable
laws, existing Buildings may benefit from provisions in the codes that permit
grandfathering of existing conditions. Nothing contained in this Chapter 14
shall be construed in a fashion as to impose an independent requirement to
comply with updated codes that are otherwise inapplicable to a given
Building.

c. Inspections shall also be utilized to determine whether a Building has
undergone any unpermitted modifications or alterations that require a building,
mechanical or other permit.

1. Any unpermitted modification (modification completed without a
permit having been properly issued) shall be referred for further action by
the City’s Building Department or contractor utilized for such purpose, and
shall be processed accordingly. Building permit fees and review apply to
such modifications.

d. In addition to the applicable standards otherwise outlined herein, each
Building shall be inspected to determine whether it meets a reasonable standard of
sanitation and hygiene. Said standard shall be determining whether the property or
Building is being cleaned and maintained in such a fashion as to meet the
expectations of a reasonable person. With regard to facilities that are utilized for the
preparation or sale of food, or for any form of housing (e.g. hotel, rooming house or
similar facilities), the reasonable expectation for sanitation standards shall be
enhanced.

e. Inspections may be completed by any employee, agent or contractor of the
City designated for such purpose. In the event that the inspection reveals a
condition which is within the jurisdiction of another agency, the inspector may
document the condition and refer the matter to the other agency for further action.

f. Real or alleged violations discovered during an inspection shall be
documented via digital photography (to the extent reasonably possible) and via a
subsequent electronic report to be prepared for each Building inspected. Each
Owner shall be provided a copy of the report, once completed.

g. It shall be unlawful to rent or to offer for rent or occupancy any room or
portion of a Building that has an active infestation of insects, bugs, any form of lice,
fleas, bedbugs (any members of the genus *Cimex*, including but not limited to *Cimex
lectularius*), mice, rats or other vermin. Any Owner 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) and any other areas deemed necessary to inspect by the City (i.e. adjoining rooms and/or areas where linens are stored or cleaned) prior to the Owner making any change in the condition thereof. Following such a Required Disclosure, no room or portion of a Building in which an active infestation is discovered shall be offered for rent or occupancy until such room has been reinspected by the City and approved as safe for occupancy.

14.06 Property-Specific Standards:

a. Any property or Building utilized as a Hotel shall be subject to the following standards:

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.

2. 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.

3. 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 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, handwashing, 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.

4. 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.

5. It shall be 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 days shall require changing rooms at least every thirty days), exclusive of a single room designated by the Hotel for permanent occupancy by the Hotel owner or manager. 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;

6. It shall be unlawful to:

A) 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;

B) Rent any sleeping/occupancy room more than once within any ten hour period measured from the start of one occupancy to the start of the next occupancy;
C) 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 where such person immediately notifies the City of DeKalb Police Department of the unlawful condition occurring, immediately after discovery thereof.

7. 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.

8. The City may adopt additional or more detailed health and sanitation standards for Hotels, which standards may be adopted once approved by the City Manager. Any such changes shall be circulated to the City Council, in writing, within ten days of the date of approval by staff.

9. 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 inspection and licensure protocol and providing contact information for complaints or questions that the occupants may wish to direct to the City.

b. Any property utilized as a Rooming House shall be subject to the following standards:

1. Each Rooming House shall provide toilets, lavatories and bathing facilities and shall consist of not less than one toilet, one lavatory and one bathing facility (shower, tub or combination) for every eight occupants or fraction thereof.

2. Each Rooming House shall have not less than 70 square feet and 480 cubic feet of air space per occupant in any room utilized for sleeping.

3. Any Rooming House which uses any loft or deck as any portion of sleeping quarters: a) shall not permit the loft or deck to constitute more than fifty percent (50%) of the sleeping quarters in any individual sleeping room; b) shall not permit the loft or deck to obstruct regular or emergency ingress/egress; c) shall not allow any sleeping surface to be within three feet
of the finished ceiling; d) shall not allow any sleeping surface to be underneath the loft or deck within five feet of the bottom of the loft or deck; and, e) shall not have any curtaining, walling or partitioning of the loft or deck.

4. Each rooming house shall comply with the following minimum square footage requirements:

<table>
<thead>
<tr>
<th>Number of Occupants</th>
<th>Minimum Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-20</td>
<td>Not less than 200 square feet per person.</td>
</tr>
<tr>
<td>21-30</td>
<td>4,000 square feet, plus 150 additional square feet for each person over 21.</td>
</tr>
<tr>
<td>31-40</td>
<td>5,500 square feet, plus 100 additional square feet for each person over 31.</td>
</tr>
<tr>
<td>41-50</td>
<td>6,500 square feet, plus 60 additional square feet for each person over 41.</td>
</tr>
<tr>
<td>51 or more</td>
<td>Approval by the City Council is required for a Rooming House with proposed occupancy of 51 or more, with minimum area requirements as established by Council.</td>
</tr>
</tbody>
</table>

5. Each Rooming House may designate one or more areas as a kitchen. No kitchen area may be used for any form of sleeping, bathing or personal hygiene. Such kitchen shall be required to have functional plumbing and such facilities as are required by applicable code. It shall be unlawful to prepare, or to permit or allow another to prepare, any food or beverage within a Rooming House on any form of cooking appliance or other heating or cooling device outside of the designated kitchen. It shall be unlawful to store, or to permit or allow another to store, any food outside of the designated kitchen, except in hermetically sealed, rodent-proof containers. It shall be unlawful to maintain or permit to be maintained any form of cooking appliance (including but not limited to stove, oven, microwave, toaster or toaster oven, refrigerator, freezer, hot plate, or other cooking device) in a Rooming House, outside of a designated kitchen area.

6. Each Rooming House shall provide at least one fully grounded, circuit protected outlet in each room used as sleeping quarters, per occupant thereof. If said outlets are provided via power strip, said power strips shall be overload and overheat protected, shall have a maximum cord length of 14 feet, and shall otherwise comply with all applicable codes.

7. No accessory building shall be used for a Rooming House.

8. No Rooming House shall be permitted to utilize any device that utilizes a halogen bulb for illumination or heat, nor any torchiere style lamp
that utilizes a free-standing floor lamp with a shallow bowl on top with a bulb or other form of illumination therein.

9. No Rooming House shall be permitted to permit on the premises, indoors or outdoors, any item that produces heat or light through the use of open flame, nor any device that produces heat through a combustion process that is not ventilated to the exterior of the Building.

10. Each Rooming House shall have adequate, unblocked, sanitary areas for storage of garbage and refuse. All garbage and refuse shall be kept within garbage cans, dumpsters or similar facilities, and shall not be permitted to be stored on the ground or in the open.

c. Any operator of an Amusement Device shall be required to obtain any state or federal permits or licenses required for the operation of such device. It shall be a violation of this City Code to operate an Amusement Device: 1) that is not listed on the then-current floor plan for a Building that is on file with the City; or, 2) that does not have evidence of current compliance with any federal or state licensure or permit requirements.

14.07 Penalties:

a. Monetary penalties for violations discovered herein shall be as follows:

1. The failure to register a Building required to be registered shall be punishable by a fine of not less than $300, nor more than $500. Each day or portion thereof that a violation is proved to exist shall constitute a separate violation. Notwithstanding the foregoing, if an Owner registers a Building within thirty days of the required registration date, no fine shall be imposed, but the registration fee shall be doubled.

2. The refusal of an Owner to permit or cooperate with the conduct of a required inspection or reinspection shall be punishable by a fine of not less than $300, nor more than $500, plus the costs incurred by the City in attempting to conduct the inspection (if any). Each attempted inspection shall constitute a separate violation.

3. Any violation discovered shall be subject to the imposition of a fine or penalty in accordance with the provisions of City Code.

4. Notwithstanding the above-listed provisions or the provisions of Section 1.06 of the City Code of Ordinances, any second or subsequent violation of the same provisions or code relative to an individual Building or property shall be subject to a fine of not more than $750.

b. In the event that any inspection reveals any condition which constitutes an imminent, unjustifiable threat to public health, safety or welfare or to the occupants of a Building or surrounding properties, in addition to any authority imposed under
the City’s then-current building and mechanical codes, the City shall have the express authorization to post a Building or portion thereof as uninhabitable or condemned by virtue of the conditions, and shall have the authority to terminate any City-provided utility connections to the Building if deemed necessary. In such instances, if the Owner or any tenant refuses to comply with such posting, the City shall also have the authority to proceed directly to administrative hearing or to a hearing in the Circuit Court to obtain an Order prohibiting occupancy or use of the Building or property until such conditions are successfully remediated and the property is rendered safe for occupancy.

1. The City has the authority to impose a program of business licensure (or property-specific licensure) and could, as a condition of such licensure, impose requirements that inspections be completed and licenses be issued prior to commencing or continuing operations of businesses. The City’s registration process is not contemplated to include licensure. However, the City Council clearly finds and directs that, notwithstanding the decision to not incorporate licensure into this Ordinance, this Ordinance be interpreted to permit the closure of a Building or portion thereof consistent with the preceding paragraph, when necessary to protect public health, safety and welfare.

c. Relative to any Building used as a Public Accommodation or for any form of sleeping or overnight occupancy or for the preparation or sale of food items, if the Owner has been cited for any violations which are not remediated within the abatement period, and if the Judge or Hearing Officer determines that the abatement period is reasonable, the Judge or Hearing Officer shall have the authority to prohibit the use of the Building for sleeping or overnight occupancy, or for the preparation or sale of food items, until such time as the violations have been remediated.

14.08 Abatement and Correction of Violations:

a. Events Meriting Immediate Referral for Prosecution:

  1. In the event of a severe violation which presents an unwarranted threat to public safety, the City shall work with the Owner to determine if they will voluntarily close the Property (with an appropriate posting by the City) pending repair of that issue. If the Owner refuses: 1) the City may nonetheless post such property as condemned; 2) the case may be immediately referred for prosecution; and/or, 3) the City may seek a Court or Administrative Order regarding the violation, condition of the Building, or occupancy of the Building.

  2. In the event that an Owner refuses to acknowledge the presence of a violation and/or refuses to enter into an abatement/compliance agreement to remediate the same within a reasonable period, the case may be immediately referred for prosecution.
3. In the event that a Property or Building has, after the effective date of passage of this Ordinance, been cited for a violation that has had to be referred for prosecution within the three years preceding the current violation, the case may be immediately referred for prosecution.

4. In the event of a violation which constitutes a violation or potential violation of any other City-issued license, permit or permission, such a case may be immediately referred for prosecution.

5. In the event of any other case which the City believes is severe enough or injurious enough that it is not likely to be cured during an abatement period, or in the case of any Building which the City believes is beyond repair, such case may be immediately referred for prosecution.

b. Abatement Periods: In all instances not contemplated above, violations discovered pursuant to this Ordinance shall be subject to an abatement period as contemplated herein.

1. Each violation discovered shall be categorized based upon severity.

i. Red: Violations that present a substantial and unjustifiable threat to public safety, which require the immediate, temporary closure of all or a portion of a Building or business (e.g. active sewer backup in a restaurant or bar, structural deficiency that could threaten life safety of occupants, inoperable fire suppression system, violations enumerated in Section 108 of the International Property Maintenance Code, or violations that expose occupants of the Building to unsafe conditions or unreasonable temperatures).

ii. Yellow: Violations that have the potential to become severe or the potential to pose a significant threat to public safety if not immediately redressed (e.g. deteriorating wiring that requires replacement).

iii. Green: Lower intensity violations and non-life-threatening violations that require extended periods of time to rectify based upon their nature (e.g. peeling paint on the exterior of a structure, discovered during winter).

2. Each violation shall be thoroughly documented as required herein, and the City shall assign each violation a reasonable abatement period. The duration of the abatement period shall be determined based upon the severity and complexity of the violation, the extent to which it poses a public safety threat, and the existence of conditions that preclude immediate remediation (e.g. winter conditions precluding outdoor painting).

3. Each Owner shall thereafter be provided a copy of the inspection report and proposed abatement periods, in the form of a proposed
Compliance Agreement. The Owner may elect to accept or reject the abatement periods, and may discuss reasonable alternative proposals for abatement periods which the City may accept or reject. In the event that the Owner rejects a Compliance Agreement, the case shall be referred for prosecution as described above.

4. Compliance Agreements shall contain an acknowledgment of the violation(s) and the time period for remediation. Entering into a Compliance Agreement shall not constitute waiver of the requirement to obtain applicable building or demolition permits. Commencing work that requires a permit without first obtaining a permit shall constitute a violation of the Compliance Agreement that merits immediate referral for prosecution.

5. In the event that the Owner works in good faith to remediate violations and is unable to do so within the time period contemplated by the Compliance Agreement, the City may agree to extend such Agreement. In the event that the Owner fails to initiate work within a reasonable time period after entering into an abatement agreement, or fails to work in good faith to remediate violations, the violations may be referred for prosecution. Good faith and reasonable time period shall be determined based upon weather conditions, application for permits, obtaining or attempting to obtain plans for required repairs, hiring contractors, and similar indicia of active efforts to redress violations.

6. Regardless of the existence of an abatement agreement, at any time that a severe violation is discovered, such case may be referred for prosecution.

14.09 Prosecution of Violations:

a. The City may prosecute violations of any applicable code using: 1) any process described within the individual code; 2) the City’s Administrative Hearing process; or, 3) an action in the Circuit Court.

b. Service of a violation may be had upon the Owner (or the Owner’s registered agent), any person identified as a manager or responsible party on the Building/Property’s registration, or any person. Service of process may be obtained by first class mail, postage prepaid, or by any other process contemplated by Illinois law or the Administrative Hearing process.

c. Any costs incurred by the City in the process of prosecuting a violation (e.g. expert witness fees, professional fees or other costs or charges whatsoever) shall be the responsibility of the Owner and may be collected as inspection fees, or as a component of any fine or fee imposed by virtue of a prosecution action.

d. Separate from, or as a component of any prosecution action relating to violations, the City may at any time file for a search warrant for any Building or Property where there is probable cause for the issuance of such a warrant, in the
event that any Owner refuses to allow access to a Building or Property. In the event that the City is obligated to file for a search warrant and any search conducted pursuant thereto reveals the existence of a violation of any applicable code or standard, the costs of obtaining or serving the same shall be the responsibility of the Owner.

14.10 Appeal of Inspection Fees:

a. Any person prosecuted for any violation shall have whatever appeal rights may otherwise exist by virtue of any other code or regulation, and this section 14.10 shall not act to limit such appellate rights.

b. The following items shall be subject to appeal pursuant to this Section 14.10:

1. A claim that the inspection fees imposed are unwarranted based upon the scope of the inspection actually completed for a property.

2. A claim that the abatement period offered is unreasonably short based on the nature or complexity of the violation(s) required to be abated.

3. The determination that a Building or Property requires registration or inspection pursuant to this Ordinance.

4. A claim that the violation(s) cited on any inspection report do not actually exist.

c. Any of the foregoing items may be appealed by filing a written request to appeal said determination, which request must be received by the City's Department Head responsible for supervision of the inspection program within five days of the date of the underlying action appealed from being taken (e.g. the date on which the City dispatches notice that a Building requires registration).

d. The Department Head or a designee thereof shall conduct an informal hearing within fifteen business days of the date of receipt of the written appeal. At the conclusion of such hearing, the Department Head or designee shall issue a written decision within ten business days.

e. The decision of the Department Head or designee may be appealed by filing a written request with the City Manager's Office within five business days of the date of issuance of the Department Head or designee's written decision. Thereafter, the City Manager or a designee thereof shall conduct an informal hearing within fifteen business days of the date of receipt of the written appeal. At the conclusion of such hearing, the City Manager or designee shall issue a written decision within ten business days. Said decision shall be final.

14.11 Public Accommodations:
In the case of the construction or remodeling of any Public Accommodation or the proposed opening (or reopening after a closure) of any Public Accommodation, such Public Accommodation shall be required to be registered and inspected, and to pass such inspection without the presence of any violations prior to opening. The City may permit a Public Accommodation with ‘green’ violations that cannot be remediated because of weather conditions, to open if a Compliance Agreement is entered into.
Chapter 16: Fire and Life Safety

Chapter 16 shall be deleted in its entirety.
Chapter 27: Gas Station Licenses

Chapter 27 shall be deleted in its entirety.
Chapter 32: Business Regulations

Section 32.08 Social Clubs shall be amended as follows:

Subsection (c)(iii) shall be revised as follows:

iii. Applicants shall be required to: 1) register the property or Building at which the Social Club is proposed to operate with the City pursuant to Chapter 14 of the City Code; 2) complete all inspections required thereunder; and, 3) remediate or repair all violations noted in any such inspections, obtain a Fire Life Safety License for their proposed establishment prior to applying for a license under this Ordinance. Applicants shall also be required to complete any other City applications and obtain any other City permits, permissions or inspections prior to application for a license under this Ordinance.

Subsection (c)(vii) shall be revised as follows:

vii. Submission of a signed application for a license and/or acceptance of a license under this ordinance constitutes the applicant’s consent to an inspection of any and all portions of the licensed premises 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 Attorney, the City Manager or other staff authorized by the City Manager, for purposes of determining compliance with the provisions of this ordinance, 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 fees), and shall constitute a violation of this ordinance for license holders, which may subject a licensee to suspension or revocation of their license, imposition of fines and penalties under this ordinance, or both. All holders of a license must also be currently registered and have successfully completed an annual inspection as required under Chapter 14 of City Code and hold a valid Fire Life Safety License issued by the City.

Subsection (d)(i) shall be revised as follows:

(i) Conditional Approval of License: The City Council may, but shall not be obligated to, approve social club licenses for licensees who are otherwise eligible for issuance of a license, but whose place of business has not been built-out, has not completed all repairs identified as necessary pursuant to the inspection protocol contemplated by Chapter 14 received a Fire Life Safety License, is not yet eligible for issuance of a final certificate of
occupancy or is otherwise ineligible for operation because of non-compliance with any other City Code or requirement. Such conditional licenses shall not permit occupancy of the premises until such point in time as all required City permits and approvals have been received by the Licensee. Further, a Conditional License shall only be issued if the applicant has signed a Compliance Agreement contemplating remediation of any violations of applicable codes or ordinances. At such time as all other required City permits and approvals, including but not limited to a certificate of occupancy and final inspection, have been provided, a conditionally issued license shall convert to an unconditional license, subject to the terms of this Chapter 32. Should a Licensee fail, within a time specified by the City Council, to obtain all required City permits and approvals including but not limited to a certificate of occupancy, the City Manager shall be authorized to revoke the conditional license without any requirement of holding a public hearing or providing any due process. Any applicant/Licensee who requests a conditional license under this subsection shall execute a waiver agreeing and acknowledging the terms of this subsection, including the provisions relating to revocation.
Chapter 36: Amusements

Chapter 36 shall be deleted in its entirety.
Chapter 38: Intoxicating Liquors

Section 38.07, Classification of Liquor Licenses, subsection (g)(1) BYOB shall be amended as follows:

(g) BYOB.

1. A BYOB Licensee may not engage in the sale of alcoholic beverages, but may permit customers who are over the age of twenty-one (21) years to bring their own Low ABV Beverages into the premises, in their original, unopened, sealed containers, for consumption on the premises. It shall be unlawful to permit such consumption in any food service establishment which requires a Life-Safety License under applicable City Codes, without obtaining a BYOB license.

Section 38.09, Restrictions Generally Applicable, subsection (a) shall be amended as follows:

a) Submission of a signed application for a liquor license and/or acceptance of a liquor license constitutes the applicant's consent to an inspection of any and all portions of the licensed premises 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 Liquor Commissioner, City Manager or other staff authorized by the Liquor Commissioner or City Manager, for purposes of determining compliance with the provisions of this Liquor 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 fees), and shall constitute a violation of this Liquor Code for liquor license holders, which may subject a liquor Licensee to suspension or revocation of their liquor license, imposition of fines and penalties under this Liquor Code, or both. All holders of a Liquor License must also be registered with the City under Chapter 14 of the City Code, and must have passed all required inspections prior to commencing operations. The existence of code violations shall justify suspension, denial or non-renewal of a liquor license.
Chapter 55: Hotels and Motels

Sections 55.07 through 55.11 shall be deleted in their entirety.
Chapter 64: Smoking Regulations

Section 64.02 Prohibition of Smoking in Public Places shall be amended with the revision of subsection (a)(16) as follows:

16. Restaurants (existing) with or without a liquor license, effective September 1, 2006; smoking will be prohibited in any restaurant which may obtain a Fire Life Safety license from the City of DeKalb after the effect

date of this Ordinance.

Section 64.09 Enforcement shall be amended with the revision of subsection (h) as follows:

h) Any violation of this Chapter by a City licensee, or any violation which any licensee knowingly permits to occur, shall also constitute a violation of any City-

issued licenses, including but not limited to liquor licenses, which violation may be separately sanctioned under the applicable licensure program.

Section 64.16 Tobacco / Smoking Sales, Use and Licensing shall be amended with the revision of subsection (f)(2) as follows:

2) Application shall be made to the City of DeKalb for a license under this Ordinance on a form generated by the City Clerk and acceptable to the City Manager, substantially in the form of a liquor license application and containing the same information as required on a liquor license application, with such additional information as shall be required by the City Manager (including details of operation, parking arrangements and any other required information). All City expenses incurred in the review of the permit (including costs, staff time, consultant fees, or other expenses whatsoever) shall be borne exclusively by the applicant, and shall be paid prior to issuance of any license. Applicants shall be required to register the Building and complete all inspections required under Chapter 14 for their Fire Life Safety License for their proposed establishment prior to applying for a license under this Ordinance. Applicants shall also be required to complete any other City applications and obtain any other City permits, permissions or inspections prior to application for a license under this Ordinance. Prior to issuance of a license under this Ordinance, the proposed establishment shall be fully built-out and shall have been issued a certificate of occupancy. The establishment must be in full conformance with all applicable local, state and federal regulations. After satisfying all conditions precedent as outlined above, successfully completing a background check (utilizing the procedure utilized for liquor license applications) and then submitting a completed application, the City shall thereafter have a period of forty-five (45) days for staff review and evaluation of the application. Staff review shall include any recommendations regarding public safety concerns, appropriateness of siting and zoning, available parking, proximity to schools or other age-sensitive installations, noise generation, adequacy of site lighting, and any other relevant considerations. If any conditions are discovered during such review that constitute a violation of any applicable law, code, regulation or
ordinance, the forty-five (45) day review period shall be tolled until such point as the premises is brought into compliance with applicable codes. Following staff review, the matter shall be forwarded to the City Council of the City of DeKalb at a meeting occurring within forty-five (45) days of the date on which staff review is completed. The City Council shall be provided with all staff recommendations and shall make the ultimate decision as to whether a license should be granted or denied. A license application may be continued from time to time, and the City Council may require the conduct of a public hearing on the application; any publication or notice costs for the public hearing shall be borne by the applicant.

(Subsections (i) through (iii) shall remain unamended).

Section 64.16 Tobacco / Smoking Sales, Use and Licensing shall be amended with the revision of subsection (f)(3) as follows:

3) Submission of a signed application for a license and/or acceptance of a license under this ordinance constitutes the applicant's consent to an inspection of any and all portions of the licensed premises 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 Attorney, the City Manager or other staff authorized by the City Manager, for purposes of determining compliance with the provisions of this ordinance, 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 fees), and shall constitute a violation of this ordinance for license holders, which may subject a licensee to suspension or revocation of their license, imposition of fines and penalties under this ordinance, or both. All holders of a license must also remain current on all inspection and registration requirements imposed under Chapter 14 of City Code. hold a valid Fire Life Safety License issued by the City.

Section 64.16 Tobacco / Smoking Sales, Use and Licensing shall be amended with the revision of subsection (f)(5)(i) as follows:

i. Conditional Approval of License: The City Council may, but shall not be obligated to, approve social club licenses for licensees who are otherwise eligible for issuance of a license, but whose place of business has not completed all repairs identified as necessary pursuant to the inspection protocol contemplated by Chapter 14 received a Fire Life Safety License, is not yet eligible for issuance of a final certificate of occupancy or is otherwise ineligible for
operation because of non-compliance with any other City Code or requirement. Such conditional licenses shall not permit occupancy of the premises until such point in time as all required City permits and approvals have been received by the Licensee. At such time as all other required City permits and approvals, including but not limited to a certificate of occupancy and final inspection, have been provided, a conditionally issued license shall convert to an unconditional license, subject to the terms of this Chapter 64. Should a Licensee fail, within a time specified by the City Council, to obtain all required City permits and approvals including but not limited to a certificate of occupancy, the City Manager shall be authorized to revoke the conditional license without any requirement of holding a public hearing or providing any due process. Any applicant/Licensee who requests a conditional license under this subsection shall execute a waiver agreeing and acknowledging the terms of this subsection, including the provisions relating to revocation.