

ORDINANCE NO. 2013-07-06

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING CHAPTER 8 OF THE LANCASTER CODE OF ORDINANCES, TO ADOPT ARTICLE 8.17, SECTIONS 8.17.001 THROUGH 8.17.045, "HOTEL/MOTEL PROPERTY REGULATIONS"; BY PROVIDING FOR DEFINITIONS; PROVIDING THE POWERS AND DUTIES OF THE BUILDING OFFICIAL AS THE DESIGNATED ADMINISTRATOR; PROVIDING FOR MINIMUM STANDARDS AND FOR THE RESPONSIBILITIES OF THE PROPERTY OWNER/MANAGER; PROVIDING GUEST RESPONSIBILITIES; PROVIDING FOR REPAIR DUTIES; PROVIDING NOTICE REQUIREMENTS; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING FOR A RENTAL AGREEMENT, DISCLOSURES AND ADMINISTRATIVE RESPONSIBILITIES; PROVIDING REQUIREMENTS FOR TRADE NAME REGISTRATION; PROVIDING FOR APPLICATION, PLACE OF BUSINESS, ISSUANCE, RENEWAL AND EXPIRATION OF LICENSE; PROVIDING FOR THE ESTABLISHMENT OF A HOTEL/MOTEL LICENSE FEE; PROVIDING FOR DISPLAY, REPLACEMENT AND TRANSFERABILITY; PROVIDING A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That Chapter 8 of the Lancaster Code of Ordinances be, and the same is, hereby amended by adopting Article 8.17 as "HOTEL/MOTEL PROPERTY REGULATIONS", by adopting Sections 8.17.001 through 8.17.045, which shall read as follows:

"ARTICLE 8.17 HOTEL/MOTEL PROPERTY REGULATIONS

Division 1. Generally

Sec. 8.17.001 Definitions.

For the purpose of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Bathroom. An enclosed space containing one or more bathtubs, showers or both, and which may also include toilets, lavatories or fixtures serving similar purposes.

Cooking appliance. Any device which is used in the preparation of food or drinks, specifically for the purpose of heating food or drinks, including but not limited to stoves, ovens, microwaves, hot plates, electric skillets and electric kettles. This does not include electric coffee pots with a capacity of twelve cups or less.

Extended Stay Hotel. Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied not in excess of thirty (30) days or which are occupied for sleeping purposes for guests and, may contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators and microwaves. Stoves, ovens, and hotplates are permitted only if the structure is equipped with necessary fire prevention equipment.

Floor Space. The total area of all habitable space

Guest. Means any person who occupies a rental unit in a hotel/motel building for living or dwelling purposes on a temporary or transient basis with the Property Owner, Property Manager or Resident Manager's consent.

Habitable Space. The space occupied by one or more persons while living, sleeping, eating, and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, mechanical rooms and basements and or recreational rooms.

Hotel. An establishment providing, for a fee, sleeping accommodations and customary lodging services for a period not to exceed thirty (30) days, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, bars, and recreational facilities.

Kitchenette. A space, less than sixty (60) square feet in floor area used for preparation of food. Kitchenettes shall have a clear passageway of not less than 3 feet between counterfronts and appliances or counterfronts and walls. Light and ventilation conforming to code shall be provided.

Resident Manager. The owner, property manager and/or resident manager or resident manager of an hotel/motel building or any other person held out by any owner or property manager as the appropriate person who is in control or management of the property, who rents or causes to be rented a rental unit, or the person a guest contacts concerning the rental agreement or hotel/motel building.

Lender. Any person who holds a mortgage, deed of trust or any other security interest in the Premises.

Motel. A building or group of buildings in which lodging is designed, intended or used primarily for the accommodation of transient guests for compensation, said accommodation not to exceed thirty (30) days, and in which access to and from each

room or unit is through an exterior door. A motel is distinguished from a hotel primarily by reason of providing direct independent access to, and adjoining parking for, each rental unit.

Owner. Means a person claiming, or in whom is vested, the ownership dominion or title of real property, including but not limited to:

1. Holder of simple title,
2. Holder of life estate,
3. Holder of a leasehold estate for an initial term of five years or more,
4. The buyer in a contract for deed,
5. A mortgagee, receiver, executor or trusts in control of real property buy not including the holder of a leasehold estate or tenancy for an initial term of less than five (5) years.

Person. Includes an individual, corporation, business trust, estate, trust, partnership or association, two (2) or more persons having a joint common interest, or any other legal or commercial entity.

Plumbing Fixtures. Include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catch basins, wash basins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps, and other fuel burning or connections to pipes.

Premises. A lot, plot or parcel of land, including any structure thereon and furthermore including a rental unit, appurtenances thereto, grounds and facilities held out for the use of guests generally and any other area or facility whose use is promised to the guest.

Property Manager. A person who for compensation has managing control of real property for owner.

Rental Unit. A unit located in a motel, hotel, or extended stay hotel which is rented and used as a guest room or sleeping place by one (1) or by two (2) or more persons, to the exclusion of others, on a temporary or transient basis.

Residential Group R-1 Occupancy. Residential occupancies containing sleeping units where the occupants are primarily transient in nature.

Residential Group R-2 Occupancy. Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature.

Transient- Occupancy of a dwelling unit or sleeping unit for not more than 30 days.

Sec. 8.17.002 Building Official, Power and Duties.

The building official is hereby designated as the administrator of this ordinance.

In addition to the powers and duties otherwise prescribed for the building official or his designated representative, as administrator of this ordinance, he is required to:

- (1) Administer and enforce all provisions of this ordinance.
- (2) Keep records of all licenses issued.
- (3) Adopt rules and regulations, not inconsistent with the provisions of this ordinance, with respect to the form and content of application for licenses, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this ordinance.
- (4) Conduct on his/her initiative, periodic inspections of hotel and motel buildings throughout the city, concerning their compliance with this ordinance.

Sec. 8.17.004 Minimum Standards; Responsibilities of the Property Owner and Property Manager.

(a) **Property standards.** The Property Owner and Property Manager of a hotel, motel or extended stay hotel shall:

- (1) Ensure that the property maintains a R-1 occupancy classification and that the length of time for guest accommodations does not exceed thirty (30) days per guest per rental unit. In the event guests are permitted to rent rental units for a period in excess of thirty (30) days the occupancy classification will change to R-2, triggering additional structural requirements under the Building Code.
- (2) Eliminate a hole, excavation, sharp protrusion, and other objects or conditions that exist on the premises and are reasonably capable of causing injury to a person.
- (3) Securely cover or close a well, cesspool or cistern.
- (4) Provide an adequate number of solid waste receptacles or containers on the premises.
- (5) Provide adequate drainage to prevent standing water and flooding on the land.

- (6) Remove dead trees, tree limbs, shrubs and landscaping that are reasonably capable of causing injury to a person.
 - (7) Keep the doors and windows of a vacant unit or vacant portion of an hotel/motel building securely closed to prevent unauthorized entry.
 - (8) Keep all areas of the building, grounds, facilities and appurtenances in a clean and sanitary manner.
 - (9) The Property Owner and Property Manager shall address a resident complaints within the prescribed time listed in section 8.17.007 of this article.
 - (10) All exterior surfaces shall be painted and sealed to prevent rust or rotted materials.
 - (11) There shall not be any cooking appliance other than a microwave used or stored in any rental unit classified as Residential Group R-1 or Residential Group R-2 Occupancy unless the structure is properly equipped with fire prevention equipment required under Lancaster Code of Ordinances, and those codes adopted therein, including but not limited to the International Mechanical Code, the International Electrical Code and the Fire Code.
 - (12) There shall not be more than one living quarters unit per hotel/motel complex or address dedicated for use by the Residential Manager, Property Manager or Property Owner.
- (b) **Structural Standards.** A Property Owner and Property Manager of a hotel, motel, or extended stay hotel shall, in compliance with the appropriate codes of the City:
- (1) Protect the exterior surfaces of a structure which are subject to decay, by application of paint or other coating.
 - (2) Provide and maintain railings for stairs, steps, balconies, porches, and elsewhere as specified in compliance with the established codes in the Lancaster Code of Ordinances.
 - (3) Repair holes, cracks, and defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.
 - (4) Maintain the property in a weather-tight and water-tight condition.

- (5) Maintain floors, walls, ceilings, and supporting structural members in a sound condition, capable of bearing imposed loads safely.
- (6) Repair or replace chimney flue vent attachments that do not function properly.
- (7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls or ceilings.
- (8) Maintain all interior unit exhaust fans, light fixtures in good working order.
- (9) Maintain all hotel/motel emergency fixtures in working order, including those fixtures required under the Fire Code. In the event rental units are rented by guests for longer than thirty (30) days, the occupancy classification of the structure will change to R-2, and the Property Owner and Property Manager will be required to install a Fire Sprinkler System.

(c) **Utility Standards.** A Property Owner and Property Manager of a hotel, motel or extended stay hotel shall, in compliance with the appropriate codes of the City:

- (1) Provide and maintain in working order connections to discharge sewage from a structure or deposit into a public sewer system.
- (2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each rental unit.
- (3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a rental unit.
- (4) Provide and maintain a device to supply hot water of a consistent minimum temperature of one hundred and twenty (120) degrees Fahrenheit within each rental unit.
- (5) Provide connect and maintain in working order a bathtub or shower and lavatory, and if a kitchen or kitchenette is present in the rental unit a kitchen sink, to a cold and hot water source in a rental unit.
- (6) Connect plumbing fixture and heating equipment that the owner supplied in accordance with the plumbing and mechanical codes of the City of Lancaster.

- (7) Provide heating equipment capable of maintaining a minimum inside temperature of sixty-eight (68) degrees Fahrenheit in each room of the rental unit.
- (8) Provide and maintain air conditioning equipment capable of maintaining inside temperature of seventy-eight (78) degrees Fahrenheit with an outside temperature of ninety-eight degrees Fahrenheit.
- (9) Provide and maintain supply lines for electrical service to each rental unit.
- (10) Connect each heating device that burns solid fuel to a chimney or flue.
- (11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliance and fixtures.
- (12) Maintain all electrical, plumbing, heating and other facilities supplied by the owner in good working order at all times.

(d) **Health Standards.** A Property Owner and Property Manager shall.

- (1) Eliminate rodents and vermin in or on the premises;
- (2) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage;
- (3) Keep the interior of a vacant structure or vacant portion of any structure free from insects, rodents and vermin; and,
- (4) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage and any other waste material and to arrange for frequent removal of such waste materials.

(e) **Exemption**

A violation of this article under subsection (a) of this section shall not apply when the premise concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

Sec. 8.17.005 Responsibility of Guest

A guest shall:

- (1) Maintain the interior of a rental unit occupied by the guest free from rubbish and garbage.

- (2) Remove an animal or animals from a rental unit if the presence of the animal or animals is a health hazard to a guest.
- (3) Connect plumbing fixtures and heating equipment that the guest supplies in accordance with the plumbing code and the mechanical code.
- (4) Place all ashes, rubbish, garbage and any other waste material in the appropriate receptacles provided for same by the resident manager.
- (5) Not alter a structure or its facilities so as to create nonconformity with section 8.17.004.
- (6) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances, including elevators, in the premises.
- (7) Not deliberately or intentionally destroy, deface, damage, impair or remove any part of the premises or unknowingly permit any person to do so.
- (8) Conduct himself or herself, and require other persons on the premises with his consent to conduct themselves, in a manner that will not disturb his neighbors peaceful enjoyment of the premises. For purposes of this section such unalloyed conduct includes, but is not limited to, any load playing of music, television, radio, instrument or any other mechanical device.
- (9) When vacating the rental unit, remove all trash and debris or risk loss of a portion of the security deposit.

Sec. 8.17.006 Repair Duties.

(a) The Property Owner and Property Manager have the duty to furnish and maintain premises in accordance with the standards enumerated in section 8.17.004. In addition the Property Owner and Property Manager shall at all times during the occupancy of a guest make all repairs necessary to keep and maintain the premises in accordance with the standards provided for in section 8.17.004.

(b) Upon notice by the guest in writing of any defective condition in the premises or rental unit in noncompliance with the standards stated in section 8.17.004, the Property Owner and Property Manager shall repair such condition within a reasonable period of time. If the Property Owner and Property Manager fail to complete such repairs within twenty four (24) hours, the guest may file a complaint in writing to the building official for enforcement based upon the

nature of repair and the difficulty involved, and shall issue a citation to the property owner only, if the violation is not corrected within such reasonable time.

(c) In emergency situations, the guest shall notify the Property Owner, Property Manager or Resident manager on premise. For purposes of this section, "Emergency Situations" are defined as a stopped up commode, overflowing bathtub or sink, broken pipes, leaking roof, emergency electrical malfunction or other situations having immediate adverse effects on the health or safety of the guest or his/her rental unit. Upon notification, the Property Owner, Property Manager or Resident manager shall respond immediately and furnish assistance to the guest within one (1) hour from such notification, where possible.

Sec. 8.17.007 Notice requirements

(a) A person "notifies" or "gives a notice or notification" to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it. A person receives a notice or notification when:

- (1) It comes to his attention or,
- (2) In case of the Property Owner, Property Manager or Resident manager it is delivered at the place of business of the Property Owner, Property Manager or Resident manager through which the rental agreement was made or at any place held out by him as the place for receipt of the communication, or in the case of the guest, it is delivered in hand to the guest or mailed by registered or certified mail to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last known place of residence.

(b) A guest may not file a complaint with the building official under the terms of this section until twenty four (24) hours have elapsed following written notice to the Property Owner, Property Manager or Resident manager. A copy of the written notice must accompany the guest complaint.

Sec. 8.17.008 Affirmative Defenses.

Notwithstanding all other sections of this article, it will be an affirmative defense to a complaint if the defendant Property Owner, Property Manager or Resident Manager or guest is able to establish that:

- (1) The noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in section 8.17.006.
- (2) The noncomplying condition was repaired within the time limits established by the building official, or that the period for repair was

reasonable due to circumstances beyond the control of the resident manager.

- (3) The required notice in section 8.17.007 was not provided.
- (4) The noncomplying condition was caused by the deliberate or intentional conduct of the complaining party.
- (5) The noncomplying condition could have been corrected but for the guest's refusal to permit access to his rental unit.

Sec. 8.17.009 Rental Agreement; Disclosure; Administrative Responsibilities.

- (a) A Property Owner and Property Manager shall disclose to the guest, by properly posting in the office, the name and address of:
 - (1) Each property manager and resident manager.
 - (2) The management company responsible for the operation of the company.
- (b) A Property Owner, Property Manager or Resident Manager shall leave notice of entry, whenever it is necessary to enter the rental unit without the specific permission of the guest. Such notice shall include date, time, and purpose of the person who has entered the rental unit.

Secs. 8.17.011-8.17.040 Reserved.

Division 2. Hotel/Motel License

Sec. 8.17.041 Required Trade Name Registration.

- (a) No person shall maintain, conduct, operate or rent a rental unit in an hotel, motel or extended stay motel for compensation within the city, or act as agent for another who is renting rental units in a hotel, motel or extended stay hotel, without first obtaining hotel/motel license from the building official. Should a person own or maintain a hotel, motel or extended stay hotel at more than one (1) location, a duplicate license is required for each additional location. The license issued to an owner authorizes such owner and its bona fide agents or employees to rent rental units to guests.
- (b) An owner shall register with the building official the trade name of his owner of his hotel, motel, or extended stay hotel and shall not use or permit to be used more than one (1) trade name at a single location.

Sec. 8.17.042 Application; Place of Business; Issuance, Renewal and Expiration.

(a) An applicant for a license shall file with the building official a written application upon a form provided for that purpose, which shall be signed by the owner and his property manager. Should an applicant own a hotel, motel or extended stay hotel at more than one (1) location, a separate application must be filed for each location. The following information shall be required in the application: Name, primary address, telephone number of the owner, property manager, resident manager and lender and the street address of the hotel, motel or extended stay hotel building(s), and if incorporated, the name of the registered agent on file with the secretary of state.

(b) The hotel/motel license expires on December thirty first (31) of each year.

(c) The building official may, at any time, require additional information of the owner or property manager, to clarify items on the application.

(d) When the resident manager of a hotel, motel or extended stay hotel is changed, notice of such change, together with name, address and telephone number of the new agent shall be provided to the building official within ten (10) days.

Sec. 8.17.043 Hotel/Motel License Fee.

(a) All fees for any permit under this article shall be established by resolution of the City Council.

(b) No License Fee shall be required for all new hotels/motels for five years from the date of issuance of the first certificate of occupancy for said hotel/motel. This provision applies only to new establishments, and does not extend to pre-existing hotel/motels which have undergone a change in ownership or management.

Sec. 8.17.044 Display, Replacement and Transferability.

(a) Each license issued pursuant to this ordinance together with a copy of this ordinance must be posted, displayed and kept in a conspicuous place in the hotel/motel structure in which the guest has access.

(b) A replacement license may be issued for one lost, destroyed or mutilated, upon application on the form provided by the building official. A replacement license shall have the word "replacement" stamped across its face and shall bear the same number as the one it replaces.

(c) A hotel/motel license is not assignable or transferable.

(d) An owner or property manager shall notify the building official within ten (10) days of a change of partial change in ownership, lender or management of the hotel or motel, or a change of address or trade name.

Division 3. Penalty

Sec. 8.17.045 Penalty

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense. Every day a violation occurs shall constitute a separate offense.”

SECTION 2. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

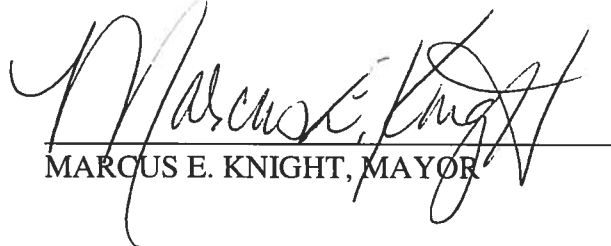
SECTION 3. If any article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of Five Hundred (\$500.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense

SECTION 5. This Ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

DULY PASSED by the City Council of the City of Lancaster, Texas, on the 8th day of July, 2013.

APPROVED:

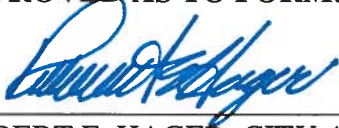

MARCUS E. KNIGHT, MAYOR

ATTEST:



DOLLE K. DOWNE, CITY SECRETARY

APPROVED AS TO FORM:



ROBERT E. HAGER, CITY ATTORNEY

(REH/aga)