

ORDINANCE 2015-08

AN ORDINANCE TO ADOPT AND CODIFY A RENTAL LICENSING AND INSPECTION PROGRAM AS SECTION 150.6 OF THE CITY OF SOUTH SIOUX CITY MUNICIPAL CODE; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA.

I. RENTAL INSPECTION PROGRAM.

That the rental inspection program set forth below is hereby adopted, enacted and codified as Section 150.6 of the SOUTH SIOUX CITY Municipal Code.

SECTION 150.6: RENTAL INSPECTION PROGRAM

Sections to shall be known and may be cited as the Rental Inspection Program and indexed as follows:

150.60	Establishment of Rental Inspection Program
150.61	Findings, Purpose and Intent of Rental Inspection Program
150.62	Scope
150.63	Definitions
150.64	Rental license
150.65	Rental license application requirements
150.66	Inspections
150.67	Inspection access
150.68	Local agent required
150.69	Violations, offenses, remedies and special rules
150.70	Rental Inspection Housing Board

Section 150.60. ESTABLISHMENT OF RENTAL INSPECTION PROGRAM.

A Rental Inspection Program is hereby established for the City of South Sioux City, Nebraska pursuant to authority granted by Nebraska law, as adopted or amended from time to time, including, but not limited to, Neb. Rev. Stat. Section 16-246.

Section 150.61 FINDINGS, PURPOSE AND INTENT OF THE RENTAL INSPECTION PROGRAM.

The Mayor and City Council make the following findings:

- (1) As housing ages, as determined by previous housing studies and related housing information, there is an increasing need for regular monitoring and action to maintain it and keep the City's neighborhoods in good, safe and sanitary condition and repair.
- (2) A significant portion of the original housing and neighborhoods of the City have transitioned from owner occupied homes to rental dwellings, as determined by previous housing studies and related housing information, making consistent monitoring and necessary maintenance more difficult.
- (3) Transition to rental properties can be a significant factor contributing to the risk of deteriorating conditions of original housing and neighborhoods of the City.

(4) Multi-unit residential apartment complexes have been constructed in the City in recent years.

(5) Failure to properly maintain multi-unit apartment complexes places multiple tenants at risk.

(6) In cases of both single family and multi-unit residential housing, failure to properly maintain rental property can have an adverse effect and be a significant contributing factor to the decline of entire neighborhoods.

(7) Tenants in rental property can face property owner resistance to needed maintenance or repairs; and tenants might be reluctant to report deficiencies to property owners, property managers, or property owner's agents.

(8) A program that requires regular maintenance and repair of rental dwellings to keep them in safe, sanitary, and properly maintained condition is good for tenants and neighborhoods in which such rental properties are located, and in the public interests of all residents of the City. Additionally, livable housing and well-kept neighborhoods also sustain the City's property tax base.

(9) The City of Sioux City, Iowa, passed Municipal Code Section 20.05 with an effective date of July 1, 2001, which created a rental housing inspection program. Enactment of such public policy within the Siouxland metro area has permitted a disparity in the condition of rental dwellings within the corporate limits of South Sioux City, Nebraska.

Based on the foregoing, the Mayor and City Council have determined that it is desirable, appropriate, in the public interest, and therefore necessary to implement a uniform rental inspection program to maintain safe housing for tenants and safe and livable neighborhoods for South Sioux City's residents.

The purpose of this Rental Inspection Program is to provide for the inspection and licensing of all rental dwellings, to promote compliance with the International Property Maintenance Code (IPMC) and other applicable laws, and to require property owners of rental dwellings, including single-family rental dwellings, to obtain licenses for the occupancy of rental dwellings. The intent of this Rental Inspection Program includes:

(1) Promoting the health, safety, and welfare of the persons living in and near rental dwellings;

(2) Preserving of the existing housing supply and neighborhoods;

(3) Helping to maintain property values and the City's tax base;

(4) Prevent or eliminate substandard and deteriorating rental dwellings; and

(5) Maintain a living environment that contributes to the health, safety, and welfare of individual and family living.

Section 150.62 SCOPE.

The Rental Inspection Program (Section 150.6) shall apply, on and after the effective date to any rental property and/or rental dwelling within the corporate limits of the City of South Sioux City, Nebraska, and the Extraterritorial Zoning Jurisdiction with the following exceptions:

- (1) Group care facilities, as defined in the South Sioux City Zoning Ordinance;
- (2) Motel (hotel), as defined in the South Sioux City Zoning Ordinance, Exception: Extended stay (30 consecutive days or more) Hotel and Motel rooms; and
- (3) State licensed hospital, hospice, community-care facility, intermediate-care facility or nursing home.

Section 150.63 DEFINITIONS. Unless otherwise provided herein either expressly or by the context, the following terms shall have the corresponding meanings when used in this Section 150.6:

"CODE OFFICIAL" means the Senior Code Official of the City of South Sioux City or his or her designee.

"EFFECTIVE DATE" means the date upon which the Rental Inspection Program shall become effective and a rental license required for each rental dwelling. Said effective date shall be March 1, 2016 for rental dwellings located within the corporate limits of the City of South Sioux City, and the effective date shall be March 1, 2019 for rental dwellings located within the Extraterritorial Zoning Jurisdiction of the City of South Sioux City.

"FOLLOW-UP INSPECTION" means an inspection performed by the Code Official subsequent to the conducting of the primary inspection, the purpose of which is, including but not limited to, determine if a previously noted violation(s) has been corrected.

"IMMINENT DANGER" means in the opinion of the Code Official, there is one or more violations that could cause death or serious physical harm to the health, safety, or security of the persons residing in or around a rental dwelling and shall further be defined in Section 109.1 of the IPMC.

"IPMC" means the 2012 International Property Maintenance Code, published by the International Code Council (ICC), as from time to time adopted, amended or superseded by the City of South Sioux City. The terms of the IPMC are incorporated herein by this reference.

"LANDLORD" means the owner, lessor, or sub lessor of the rental dwelling or rental property and also means a property manager of the premises who fails to disclose as required under the Nebraska Uniform Residential Landlord and Tenant Act.

"LEASE" means to permit, provide or offer possession and/or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is not the legal property owner of record thereof, pursuant to a rental agreement, or pursuant to an unrecorded agreement of contract.

"MAJOR CODE VIOLATION" means any defect that poses a significant risk of danger, harm or damage to the life, health, safety or welfare of the tenant, passersby, occupants or visitors of the rental dwelling or other property, the environment or general public as set forth in Section 109 of the IPMC or provided by other applicable law.

"MINOR CODE VIOLATION" means any defect other than that of a major code violation described above. However, the Code Official may determine that multiple minor code violations cumulatively constitute a major code violation and therefore the violations and rental property or rental dwelling will be categorized accordingly.

"PERSON" means any individual, corporation, partnership, limited liability company, trust or any other entity or association.

"PRIMARY INSPECTION" means an initial interior and/or exterior inspection at the start of the Rental License to determine compliance with the IPMC and any other applicable requirements which primary inspection is performed by the Code Official upon submission of an application for a rental license or renewal thereof.

"PROPERTY MANAGER" means the individual responsible for the daily operations and management of the rental dwelling. A property manager shall be deemed to be the property owner's agent for purposes of Section 150.6 unless the property owner otherwise advises the City in writing.

"PROPERTY OWNER" means any individual, corporation, partnership, limited liability company, trust or any other entity or association holding legal title, as recorded in the office of the Register of Deeds of Dakota County, Nebraska, of a rental dwelling or rental property, or otherwise having control of the rental dwelling or rental property as guardian, conservator, receiver, trustee, executor, administrator or other similar representative capacity of any such person or his or her estate, to the extent proof of such control is presented to the satisfaction of the Code Official. However, the term "property owner" does not include any person whose only interest in a rental dwelling is as a tenant pursuant to a rental agreement.

"PROPERTY OWNER'S AGENT" means the individual(s) designated and authorized by a property owner to act on behalf of and bind the property owner in all matters arising out of or under this Section 150.6, except to the extent such authority shall be expressly limited as provided to the Code Official, in writing. A property manager shall be deemed to be the property owner's agent for purposes of Section 150.6 unless the property owner specifically advises the City, in writing, to the contrary.

"RENTAL AGREEMENT" means, as defined in the Nebraska Uniform Residential Landlord and Tenant Act, all agreement, whether written or oral, between a landlord and tenant, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a rental dwelling and/or rental property.

"RENTAL DWELLING" means one or more rooms for lease in an enclosed structure arranged, designed, and intended for use as a residence, or living quarters, for shelter, cooking, eating, sanitation and/or sleeping by one or more persons who are not the property owner and contained within a rental property as defined herein. In the case of a building containing multiple rental dwellings, each separately identifiable unit for lease shall constitute a rental dwelling separate from all other rental dwellings; provided however, for purposes of inspections and compliance under Section 150.6, a rental dwelling shall include all accessory buildings, common areas, facilities, structures, fixtures, equipment, appurtenances and improvements of, to or servicing any such rental dwelling, and premises on, in or over which any such rental dwelling, buildings, common areas, facilities, structures, fixtures, equipment, appurtenances or improvements are located.

"RE-INSPECTION" means any inspection performed by the Code Official not including the primary inspection and follow-up inspection.

"RENTAL LICENSE" means a license issued to the property owner by the City of South Sioux City, authorizing the occupancy of a rental dwelling by a tenant, pursuant to a rental agreement.

"RENTAL PROPERTY" means an enclosed structure with one or more rental dwelling leased for occupancy.

"TENANT" means a person(s) entitled under a rental agreement to possess and occupy a rental dwelling to the exclusion of others.

"TRANSFER" means property owner discontinues operation of a rental dwelling, or sells, gives or disposes of a rental dwelling to any other person, or a rental dwelling is, in any other manner, voluntarily or involuntarily transferred or conveyed to any other person.

Other terms used in Section 150.6 and not expressly defined herein, but defined in Section 202 of the IPMC, shall have the meaning as set forth therein, unless otherwise provided by the context.

Section 150.64 RENTAL LICENSE.

(A) Rental License Required.

- (1) General Rule. On and after the effective date, no property owner shall lease, continue to lease, or in any manner permit the occupancy of a rental dwelling to any other person unless a rental license is in effect for such rental dwelling. The following are the requirements to obtain a rental license:

- (a) Satisfaction of all application-related requirements for a rental license;
- (b) Payment of all applicable application fee and inspection fees and other amounts;
- (c) Satisfaction of all inspection-related requirements; and
- (d) Ongoing compliance with all requirements of Section 150.6,

all of which as further provided in Section 150.6.

- (2) Duration of License. Rental license shall expire annually on February 28th except as provided in Section 150.64 (B)(2).

(B) Special Rules.

- (1) Multiple Unit Apartment Buildings. A rental license shall be required for each rental dwelling covered by a separate lease. However, the Code Official may for administrative convenience include in a single license for all rental dwellings of a multi-unit building for which a license is granted; though by doing so, the Code Official shall not be prohibited from dealing with each rental dwelling of the building as separately licensed.
- (2) Licensing Term Prolonged Pending Inspection upon Application for Renewal. The term of a rental license shall be extended and the property owner shall be

permitted to continue operation of the rental dwelling beyond February 28th of any year that an inspection is required, conditional upon:

- (a) The property owner has made timely application, satisfying all application requirement; and
- (b) The property owner is awaiting a primary inspection or follow-up inspection; and
- (c) The Code Official is provided access to the rental dwelling for inspection either by voluntary consent or pursuant to a warrant or other court order in accordance with applicable law and the cost of obtaining such orders, shall be assessed to the property owner; and
- (d) There is no finding of a major code violation with respect to the rental dwelling as of February 28 or at any time during the period the license term is extended.

Extension of a license term shall cease no later than the Code Official's inspection and grant or denial of renewal of the rental license.

(C) Ongoing Compliance Required. To maintain a rental license in effect, ongoing compliance with Section 150.6, the IPMC, and other laws, rules and regulations is required during the duration of the rental license. Any deficiency or failure to comply shall be subject to such actions, orders, rights and remedies of the Code Official including but not limited to suspension or revocation of a rental license, charges, citations, fines, penalties and/or orders to vacate the premises, all of which shall be carried out in accordance with applicable law.

(D) Transfers of Rental Dwellings. In the event a property owner transfers ownership of a rental dwelling by contract or deed and the subject property remains a rental dwelling, the current rental license may be continued by the new property owner for its remaining term, conditional upon the new property owner filing a properly completed rental license application with the City, within 30 days of said transfer, to allow the City to update its records regarding the new property owner of such rental dwelling. No additional fees are necessary for continuing a license for the remaining license period. However, the new property owner shall take all actions as and when required to renew the license and maintain it in effect, including paying all fees and other amounts specified in Section 150.6. A rental license shall not be transferred to any other rental dwelling unit.

Section 150.65. RENTAL LICENSE APPLICATION REQUIREMENTS.

(A) General Rule. Application for a rental license satisfying the requirements of Section 150.6 shall be filed with the City of South Sioux City and be accompanied by all applicable licensing and inspection fees as described herein and/or established by the master fee ordinance from time to time.

(B) License Application Deadline.

(1) General Rule. Except as provided in (2) immediately following, an application for a rental license and applicable fees shall be filed and paid by February 28th, annually.

(2) Special Rule For a rental property completed or converted to a rental dwelling after the effective date, a property owner shall, within 30 days after the completion of or conversion to a rental dwelling and prior to occupancy, submit an application for a rental license, including payment of all applicable fees. Subsequent applications and fees shall be filed and paid within the time specified in (1) immediately above.

(3) Rental licenses not obtained by February 28, 2016, for any rental property/rental dwelling located within the corporate limits of South Sioux City, shall be required to pay a penalty fee of \$10.00 per day, with a maximum penalty of \$300.00 per rental dwelling, in addition to the rental license fee. Rental licenses not obtained by February 28, 2019, for any rental property/rental dwelling located within the Extraterritorial Zoning Jurisdiction area of City of South Sioux City, Nebraska, shall be required to pay a penalty fee of \$10.00 per day, with the maximum penalty of \$300.00 per rental dwelling. Rental licenses which are not renewed by February 28th of each subsequent year after the issuance, shall be revoked. If the rental license is revoked, the property owner will be required to file a new rental license application, including any fees related thereto, together with a penalty fee of \$10.00 per day, with the maximum penalty for a rental dwelling being \$300.00. Such penalty fee is in addition to any fine imposed as set forth in Section 150.69 (E)(2).

(C) Required License Application Information. Application for a rental license shall be made in such manner as determined from time to time by the Code Official and shall include the following information:

(1) Property owner's name, street address, telephone number, and e-mail address (if applicable);

(2) Property manager's name, street address, telephone number, and e-mail address (if applicable);

(3) If applicable, property owner's agent's name, street address, telephone number, and e-mail address (if applicable). Unless otherwise specified by the property owner in writing, the property manager shall be deemed to be the property owner's agent for purposes of Section 150.6.

(4) Registered Agent's name, street address, telephone number, and e-mail address (if applicable), if the property owner is not an individual and is required by applicable law to have a registered agent;

(5) Legal address of the premises;

(6) Number of rental dwellings in each building within the rental property;

(7) Specific occupancy number of each rental dwelling as permitted under the Zoning Ordinance, or as specified in the certificate of occupancy, pursuant to Section 404 of the IPMC;

(8) Signed statement of property owner and/or property manager indicating that the property owner and/or property manager are aware of, and agree to abide by, the occupancy requirements of South Sioux City Municipal Code, Chapter 130, Zoning Ordinance, Article 2, Section 130.51, and the IPMC, Section 404, Occupancy Limitations, and further acknowledge the legal ramifications for knowingly violating said occupancy codes;

(9) Signed statement of property owner and/or property manager indicating that the property owner and/or property manager are aware and understands the Nebraska Uniform Residential Landlord and Tenant Act (R.S.S. 76-1401 to 76-1449) and/or the Nebraska Mobile Home Landlord and Tenant Act (R.S.S. 76-1450 to 76-14,111);

(10) Signed statement of property owner and/or property manager indicating that the property owner and/or property manager have provided the occupants of the rental dwelling, and will provide each successive occupant during the rental license period, a copy of the Nebraska Residential Landlord and Tenant Act Brochure and/or the Nebraska Mobile Home Landlord and Tenant Act (R.S.S. 76-1450 to 76-14,111);

(11) The name(s) of all occupants of the rental dwelling, relationship to the renter, and renter's phone number;

(12) Signed statement of property owner and/or property manager indicating that the property owner and/or property manager has treated the rental property for pest and the rental property is pest free and compliant with Section 309 of the IPMC; and

(13) Such other information as the Code Official from time to time determines necessary in accordance with the purpose and intent of Section 150.6.

(D) License Fees. Rental license fees shall be in such amounts as provided in the master fee ordinance, as amended, from time to time. If a rental license is required under Section 150.6 and the City does not receive a properly completed application for the license until after the required filing date for said application, an additional penalty fee as set forth in Section 150.65(B)(3) shall apply. This additional fee shall be in addition to the regular license fee.

Section 150.66. INSPECTIONS.

(A) Upon receipt of a properly completed rental license application, including payment of all applicable fees and other amounts, the Code Official shall schedule a primary inspection of the rental dwelling as soon as is practicable after review of the license application. At least 10 days advance written notice of the inspection shall be provided to the property owner in accordance with applicable law. If the owner of a rental dwelling refuses to consent to an inspection, no license shall be issued and the Code Official may, at his/her discretion, proceed to obtain a warrant for the inspection in accordance with applicable law, including, but not limited to, Neb. Rev. Stat. Section 29-830 et seq., and the cost of such shall be assessed to the property owner.

The primary inspection will be conducted to determine if the rental dwelling satisfies all applicable requirements of the IPMC and other building-related codes or ordinances adopted or amended from time to time by the City of South Sioux City for the health, safety, and welfare of

the persons living in and near rental dwellings. The property owner, the property owner's agent and/or property manager shall be present at the time of inspection and shall coordinate for the access for inspections of each unit. The Code Official shall be authorized to take such actions as the Code Official determines necessary or appropriate to implement, administer and carry out the inspection requirements of Section 150.6, including, but not limited to, scheduling inspections for the efficient use of City resources.

Rental properties which contain four(4) or more rental units per structure shall have all common and public areas inspected and shall have a minimum of 4 rental units or 1/3 of all rental units, whichever number of inspections is larger, randomly inspected annually, with all rental units to be inspected within 3 years. The property owner, the property owner's agent or the property manager shall select the units to be inspected but the same units shall not be inspected during subsequent inspections.

(1) Newly Constructed Rental Dwellings. Provided the required application and fees and other amounts are filed and paid as required, a certificate of occupancy issued by the Code Official for any rental dwelling completed after the effective date of Section 150.6 shall also satisfy the initial inspection requirement for a rental license. If filing of the application or payment of the fee is delayed, the rental dwelling shall be subject to such application, licensing, inspection and fee requirements as applicable to any other rental dwelling before a rental license is issued.

(B) All rental dwellings required to be licensed shall be classified by the Code Official based on primary inspections (with the exception of properties described in Class N) and subject to subsequent inspections as follows:

Class A - Rental dwelling with minor code violation, or no code violations; a primary inspection two (2) years thereafter. If a minor code violation noted in a primary inspection exists upon primary inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding violations have been corrected before a rental license is issued.

Class B - Rental dwelling with major code violations, follow-up inspection shall be required before re-licensing is issued; a primary inspection one (1) year thereafter; and, if no major code violations noted during the one-year primary inspection, inspected thereafter as a Class A rental property.

Class N - Rental dwelling newly constructed, with construction completed after the effective date of Section 150.6; inspected three (3) years thereafter.

All inspections shall be subject to and carried out in accordance with the requirements set forth in Subsection 150.66(A) above.

(C) When the primary inspection of a rental dwelling reveals any minor violation(s) or major violation(s), a notice shall be provided to the property owner as specified in Section 107 of the IPMC. The notice shall contain a time frame, as set by the Code Official, in which to correct the violations, said time frame being based upon the number and severity of the violations. Correction of minor code violations noted shall be deemed to be a condition of the rental license that is issued or renewed immediately following the primary inspection during which the

violations were noted. If a minor code violation noted in a primary inspection exists upon primary inspection two (2) years later, a follow-up inspection shall be required to confirm that all outstanding violations have been corrected before a rental license is issued/renewed. Major code violations shall be corrected to the satisfaction of the Code Official before any license is issued or renewed.

(D) A follow-up inspection of any major code violation will be conducted by the Code Official at the end of the time frame set to correct the violations and before a rental license is issued or renewed. If the Code Official finds that any such major code violation has not been corrected, the rental license shall be denied until such major code violation(s) are corrected as determined by subsequent re-inspection(s). A major code violation occurring after a rental license has been issued, or renewed, shall be subject to such enforcement action as determined necessary or advisable in accordance with applicable law, up to and including revocation of the rental license, order vacating the premises, and assessment of fines and penalties.

(E) Inspection Fees.

1. Primary inspection shall be conducted at no additional charge.
2. Follow-up inspection shall be conducted at no additional charge if violations have been corrected. If any violation has not been corrected, additional inspection fees shall be charged according to the following schedule, which fee shall be due and payable before a license for said property is issued or renewed:
3. Re-inspection (1st re-inspection)\$45.00
4. All subsequent re-inspections\$90.00 per subsequent re-inspection
5. In the event a property owner, property owner's agent or property manager fails to appear for a scheduled primary inspection/follow-up inspection appointment, and fails to provide at least 24 hour notice, requiring the rescheduling of such inspection, the owner will be charged a re-inspection fee of \$45.00.
6. Property owners shall be issued written statements for re-inspection charges, and shall be required to pay such charges within thirty (30) days. If payment of such fees is not received, the rental license shall be revoke or denied.

(F) Additional follow-up inspections may be conducted as the Code Official determines necessary, including but not limited to on a complaint-basis.

(G) Primary inspections, follow-up inspections, and re-inspections provided for herein shall be in addition and supplemental to any other inspection or access authorized under applicable law.

Section 150.67. INSPECTION ACCESS.

(A) It shall be the responsibility of the property owner, property owner's agent or property manager to be present at the rental property on the date and time of all primary inspections, follow-up inspections, and re-inspections to provide access for such inspection. Failure to be present at any primary or follow-up inspection will result in a re-inspection fee, in addition to any other rights or remedies available to the City.

(B) Rental properties which contain four (4) or more rental units per structure shall have all common and public areas inspected and shall have a minimum of 4 rental units or 1/3 of all

rental units, whichever number of inspections is larger, randomly inspected annually, with all rental units to be inspected within 3 years. Multifamily complexes shall be dealt with as a single property. The property owner, property owner's agent or property manager shall be prepared to show the units specified in the notice of inspection.

(C) If any property owner, property manager, or property owner's agent, of a rental property or a rental dwelling fails or refuses to consent to access and entry to such rental property or rental dwelling under its/his/her ownership or control for any inspection, the Code Official shall revoke or deny the rental license.

(D) If a tenant, or other person lawfully in control of a rental property or a rental dwelling fails or refuses to consent to access and entry to such rental property or rental dwelling under its/his/her control for any inspection, the Code Official may apply for a warrant or other appropriate court order authorizing such inspection in accordance with applicable law, including but not limited to, Neb. Rev. Stat. Section 29-830 et seq. All fees and penalties shall be suspended under this subsection until an inspection is completed.

(E) Obstruction by a property owner, property manager, property owner's agent, tenant or other person of any inspection authorized by a legally enforceable warrant or other court order, shall be grounds for denial or revocation of the rental license, in addition to any other rights or remedies of the City under applicable law.

(F) Access requirements of Section 150.6 shall be in addition and supplemental to any other access authorized under applicable law.

Section 150.68. LOCAL AGENT REQUIRED.

The property owner of any rental property or rental dwelling shall be available to the tenant, to respond to an emergency, on a twenty-four (24) hour basis. This requirement may be met by 1) maintaining an operating business or residence within sixty (60) miles of the property at which the property owner or property owner's agent is regularly present, or 2) by use of a property manager or property owner's agent which resides within Dakota County or an adjoining county, who can be contacted on a twenty-four (24) hour basis. If the property owner's agent is used, the property owner shall provide the City with the name, address, and telephone number of such property owner's agent, including amending such information as said property owner's agent may change from time to time. Additionally, a post office box, mailing address, or toll free numbers shall not be deemed sufficient to meet the provisions of this section.

Section 150.69. VIOLATIONS, OFFENSES, REMEDIES AND SPECIAL RULES. In addition to other provisions of Section 150.6:

(A) If a rental license is required under Section 150.6 and the same is not obtained, is revoked for failure to comply with any requirement of Section 150.6, or the property fails upon inspection to meet applicable requirements, the procedures and penalties for noncompliance shall be as set forth in Section 106 of the IPMC or provided by other applicable law.

(B) Notice of violations of the provisions of the IPMC and/or other applicable codes or ordinances issued by the Code Official pursuant to Section 150.6 shall be divided into either of the following categories:

(1) Major Code Violation.

(2) Minor Code Violation.

(C) A notice of violation shall identify such violations as major code violations or minor code violations, and specific nature of the violations and the time allotted for such repairs/corrections to be made. Correction of minor code violations noted shall be deemed to be a condition of the license that is issued or renewed after the inspection during which the violations were noted. If a minor code violation noted in a primary inspection exists upon the subsequent primary inspection two (2) years later, follow-up inspection shall be required to confirm that all outstanding violations have been corrected before licensing is issued. Major code violations shall be corrected to the satisfaction of the Code Official upon re-inspection before any license is issued or renewed. After the time specified for correction, the Code Official shall re-inspect the premises to confirm that the major code violations have been corrected.

(D) A rental license or license renewal may be suspended, denied or revoked by the Code Official, and an order issued by the Code Official to vacate a rental dwelling or rental property, upon the failure of the property owner to take corrective action within the specified time frame or if the rental property or rental dwelling is found to be unsafe pursuant to the IPMC, including Section 108 thereof. If a license is suspended, denied or revoked, the Code Official shall notify the property owner, in writing, of the same and the reasons therefore and any appeal rights.

(E) If a tenant acts in any manner which removes the rental property from compliance with the requirements set forth in the Rental Inspection Program, the Landlord may deem such action or inaction as a breach of the rental agreement and provide notice of termination pursuant to the Uniform Residential Landlord and Tenant Act.

(F) Other Rights, Rules, and Penalties.

(1) **Rights and Remedies.** All rights and remedies provided in Section 150.6 shall be nonexclusive and cumulative of all other rights and remedies available at law or in equity, including, but not limited to, the IPMC.

(2) **Penalties.** Any property owner of rental property or rental dwelling covered by Section 150.6 who shall fail, neglect, refuse to perform such duty or who shall violate any of the provisions of Section 150.6 shall not be issued a rental license or have their rental license revoked.

Any property owner of rental property or rental dwelling covered under Section 150.6 who shall lease without a valid rental license shall, after citation and upon conviction, be fined in a sum not to exceed \$500.00. Each day that a violation of this article continues shall constitute a separate and distinct offense and shall be punishable as such.

(3) **No Refunds.** No license or application fee or any other amount paid to the City under Section 150.6 shall be refunded, including, but not limited to, fees paid in cases in which a license or renewal thereof is suspended, denied or revoked, operation of a rental dwelling is suspended, interrupted or ceases, or a rental dwelling or rental property is transferred, except to the extent equity may require as determined by the Mayor and City Council in their sole discretion.

(4) **Notice and Other Rights.** To the extent required by applicable law:

- (a) Property owners and other interested persons shall be provided notice of actions or determinations of the Code Official, including actions or determinations to grant, deny, suspend or revoke a rental license or renewal thereof; and
- (b) Actions or determinations of the Code Official shall be subject to any applicable procedural requirements including any rights of appeal pursuant to the IPMC or other applicable law.

Section 150.70. RENTAL INSPECTION BOARD.

There is hereby created and established a Rental Inspection Board to act as an appeal body in connection with the Rental Inspection Program under this ordinance and to serve as the "board of appeals" pursuant to Section 111 of the IPMC. This Board shall act as a body to hear and make determination on disputes arising between the Code Official and the property owner with respect to rental property registered and inspected pursuant to this ordinance. This Board shall also regularly review and make such recommendations, to the City Council, as the Board deems reasonable and necessary, as to the rules and regulations and schedules of fees required under this Program. The Board shall be appointed by the mayor and with the consent of the city council. The Board shall consist of no less than five (5) board members and no more than seven (7) board members. After the effective date of the Extraterritorial Zoning Jurisdiction, according to this Ordinance, one (1) board member shall reside outside the corporate boundary of the city.

(A) Appeals Process.

1. Appeal to the Rental Inspection Board. If a property owner believes they are aggrieved by the action(s) taken by the Code Official, in regard to the Rental Inspection Program, the property owner may appeal such action(s) of the Code Official to the Rental Inspection Board. Upon receipt of the request of appeal, said appeal shall be placed on the agenda of the next regularly scheduled meeting of the Rental Inspection Board, but no sooner than five (5) days after receipt of said appeal. The Rental Inspection Board shall hear, consider, and render its decision, in writing, as soon after hearing such appeal as is possible. Additionally, upon receipt of appeal, all fees and penalties shall be suspended until such time as the appeals decision is rendered. An appeal must be filed, in writing, within twenty (20) days from the Code Official's action and shall be addressed to the Rental Inspection Board, 1615 1st Avenue, South Sioux City, Nebraska. Notice of Rental Inspection Board shall be provided in writing of decisions and recommendations to the Code Official and each party of record. All decisions shall be kept in accordance with state regulations and such decisions shall be a matter of public record. The property owner shall have the right to appear and to be represented by counsel.
2. Appeal to the City Council. If a property owner or Code Official believes they are aggrieved by the action(s) taken by the Rental Inspection Board, in regard to the Rental Inspection Program, the property owner or Code Official may appeal such action(s) of the Rental Inspection Board to, the City Council. Upon receipt of the request of appeal, said appeal shall be placed on the agenda of the next regularly scheduled meeting of the City Council, but no sooner than five (5) days after receipt of said appeal. The City Council shall

hear, consider, and render its decision, in writing, as soon after hearing such appeal as is possible. Additionally, upon receipt of appeal, all fees and penalties shall be suspended until such time as the appeals decision is rendered. An appeal must be filed, in writing, within twenty (20) days from the Rental Inspection Board's action and shall be addressed to the City Council, 1615 1st Avenue, South Sioux City, Nebraska. Notice of City Council's decision(s) and recommendation(s) shall be provided in writing to the Code Official, Rental Inspection Board and each party of record. All decisions shall be kept in accordance with state regulations and such decisions shall be a matter of public record. The property owner shall have the right to appear and to be represented by counsel.

3. Appeal to the District Court. Any property owner or Code Official believed to be aggrieved by the decision of the City Council may appeal such decision to the district court as provided in Nebraska Revised Statutes. Upon appeal to the district court, all fees and penalties shall be suspended until such time as the appeals decision is rendered.

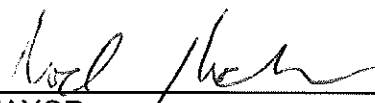
II. REPEAL OF CONFLICTING PROVISIONS.

Any conflicting provision of any previously enacted ordinance is hereby repealed.

III. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of South Sioux City hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

IV. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 26TH Day of October, 2015.


MAYOR

ATTEST:


CITY CLERK

