

**ORDINANCE NO. 3905**

**AN ORDINANCE AMENDING CHAPTER 7, ARTICLE XVII OF THE CODE OF ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA, RELATING TO SHORT-TERM RENTALS; PROVIDING NEW AND REVISED DEFINITIONS; ESTABLISHING AND STRENGTHENING OPERATING STANDARDS; REQUIRING INTERIOR POSTING, , NOISE MONITORING, AND SECURITY CAMERAS; ESTABLISHING OCCUPANCY AND PARKING LIMITS; REQUIRING ADVERTISING DISCLOSURES AND HOSTING-PLATFORM COOPERATION; CAPPING LICENSES PER OWNER IN RESIDENTIAL DISTRICTS; PROVIDING ENFORCEMENT, NOTICE, APPEALS, AND PENALTIES; ADOPTING AN APPENDIX CHECKLIST; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

**SECTION I. AMENDMENT.**

**Chapter 7, Article XVII of the Code of Ordinances, entitled “Short-Term Rental,” is hereby amended and restated to read as follows:**

**ARTICLE XVII. SHORT-TERM RENTAL**

**Sec. 7-465. Severability.**

It is declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter.

**Sec. 7-466. Definitions.**

For the purpose of this article, unless otherwise expressly stated, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Agent means any person who, in connection with the activities of a short-term rental, manages the operations, including, but not limited to, the collection of rental charges, issuing of keys, direction of maintenance personnel, assigning of rooms to guests, and handling guest affairs and overseeing security.

Beneficial Ownership means direct or indirect ownership or control of twenty-five percent (25%) or more of the equity or voting interests of a legal entity, or the ability to appoint a majority of governing persons.

Calls for service includes, but is not limited to, any and all calls to emergency services, (police and fire only) that result in a representative being dispatched or directed to the short-term rental. This shall include any calls for service within the surrounding neighborhood that, through information or investigation, can be traced to the short-term rental registered guest(s) and/or visitor(s). "Calls for service" shall not include any self-initiated activity and/or investigation based on the observation(s) of an emergency services representative.

Drug-related arrests include, but are not limited to, those that involve the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, any controlled drug, narcotic or drug paraphernalia.

Enumerated Nuisance Behavior means any of the following occurring at, in front of, or immediately adjacent to the licensed premises: (1) public intoxication; (2) unlawful possession or consumption of alcohol by a minor; (3) smoking or consuming marijuana or marijuana products in any public place in violation of law; (4) contributing to the delinquency of a minor; (5) disturbing the peace or disorderly conduct (including loud, threatening, or tumultuous behavior); (6) fighting in public; (7) parking violations that obstruct sidewalks, driveways, hydrants, or fire lanes, or parking on unpaved yards contrary to Code.

Guest shall mean any person that occupies a guestroom.

Guestroom shall mean a sleeping room in a short-term rental designed and intended to be used as lodging as documented by the community development director, or designee.

Hosting Platform means a person or entity that, for compensation, advertises, lists, or facilitates a booking transaction for a short-term rental via a website, application, or other system.

Local Responsible Agent ("LRA") means a natural person designated by the licensee who is reachable by telephone twenty-four (24) hours per day, seven (7) days per week, and able to be on-site at the short-term rental within one (1) hour of City request.

Owner shall mean any person, firm, association, partnership, or corporation, which is the record owner of real property as listed on the last equalized assessment roll as maintained by the Tulsa or Wagoner County assessor. It shall also mean any part owner, joint owner, or lessor of the whole or part of the land or buildings situated thereon. An owner may or may not be an agent.

Person shall mean any natural person, firm, partnership, corporation, receiver, trustee, estate trust, business trust, organization, or association.

Prostitution-related arrests include, but are not limited to, those that involve prostitution, pandering, or prostitution-related crimes, in violation of 21 O.S. § 1029 or 21 O.S. § 1081.

Serious Incident means any of the following at, in front of, or immediately adjacent to the licensed premises: (1) felony arrest; (2) violent misdemeanor; (3) discharge of a firearm; (4) a fire-code condition posing imminent hazard; (5) any occurrence involving two or more distinct Enumerated

Nuisance Behaviors within the same incident window as documented by a Verified Police Observation.

Short-term rental 1, short-term rental 2, and short-term rental 3 are defined as set out in Chapter 9, Section 9-1-3 – Use specific definitions, City of Broken Arrow Zoning Ordinance.

Sleeping Area means a habitable room customarily used for sleeping, including a bedroom meeting Building Code egress standards; excludes kitchens, halls, bathrooms, closets, and garages.

Short-term rental means any building or group of buildings or facility as defined by the zoning ordinance.

Short-term rental operation means the occupancy of any guestroom or use of any short-term rental facility regardless of compensation or remuneration.

Verified Complaint means a complaint investigated by the City and determined to constitute a violation of this Code, a permit condition, or state law.

Verified Police Observation means a written report by a responding peace officer, supported by body-worn camera, photographs, decibel readings, or other contemporaneous documentation, establishing that an Enumerated Nuisance Behavior occurred at, in front of, or immediately adjacent to the licensed premises, whether or not an arrest is made, or a citation is issued.

**Sec. 7-467. License to operate—Application deadline and fee.**

The annual license to operate shall be applied for to the community development director, or designee, on a yearly basis by the owner and/or agent of each short-term rental. The deadline for submitting the application shall be one calendar year from the date of license issue, or, if this date falls on a Saturday or Sunday, on the next business day of the City of Broken Arrow. The application shall be submitted with a processing fee, as identified in the City's Manual of Fees. The license shall be issued or denied within 30 days. The first operating license will be required prior to the use of any property as a short-term rental, and on a yearly basis thereafter. The City Council may set initial and renewal license fees and replacement certificate fees, by resolution in the Manual of Fees. An owner who can show that the STR has not been the subject of a Enumerated Nuisance or Serious Incident within the previous twelve (12) months will have their renewal fee reduced by twenty percent (20%) of the fee identified in the City's Manual of Fees. The City Manager may promulgate forms to administer this Article.

**Sec. 7-468. License to operate—Application required—Contents.**

All persons applying to the community development director, or designee, for a license to operate a short-term rental shall file an application with a non-refundable processing fee in the amount specified by the Manual of Fees therefor on forms provided by the city and containing information as follows:

- (a) The address of the unit(s) to be used as a short-term rental;

- (b) The number of guestrooms;
- (c) The number and location of on-site parking spaces allotted to the premises (can include garage);
- (d) The name, address, telephone number and email address of the short-term rental owner and agent;
  - (1) The agent shall be a 24-hour contact for the short-term rental, and must be available to be on site within one hour. The listed agent shall be the Local Responsible Agent (LRA) as defined in §7-466;
  - (2) If the agent is applying on behalf of the owner, an owner's authorization form shall be completed and submitted with the application;
  - (3) A screening plan outlining how potential guests are approved in addition to the short-term rental owner or agent's acknowledgement that any short-term rental within a 500-foot radius of schools (public, private, and all related facilities), day cares, playgrounds, or parks, must conduct additional screening of all potential renters, and not allow rental to individuals on the sex offender registry (57 O.S. §§ 581—590.2).
- (e) Evidence of mailed notice to each abutting property and those directly across any abutting public street(s) of the applicant's intent to secure or renew a short-term rental license. Initial applications shall use certified mail, return-receipt requested. Renewals may use first-class mail. Where an email address for the record owner is reasonably available, email notice shall also be sent. The notice shall include the LRA's 24/7 phone number, the City complaint hotline/online form, and the property address.
- (f) The short-term rental owner's consent to an annual inspection by a city code enforcement officer, or designee that the facility meets the property maintenance codes as adopted by the city;
- (g) The short-term rental owner's acknowledgement that no licensee shall transfer the right to operate to any other person or entity by lease, agreement, contract or any other agreement; and no short-term rental license shall have any legal effect at any location other than those for which it is issued;
- (h) The short-term rental owner or agent's confirmation that he or she will use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties;
- (i) The short-term rental owner or agent's signed acknowledgement that he or she has reviewed and understands the applicable requirements of the Code of Ordinances, including the zoning ordinance;

- (j) Written rules to be posted in the short-term rental unit(s), which shall include:
  - (1) Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;
  - (2) Acknowledgement of the maximum occupancy of a short-term rental unit based on the type as defined by the zoning ordinance and the amount and location of on-site parking.
- (k) Any other information that the Code of Ordinances requires the short-term rental owner or agent to provide to the city as part of an application for a short-term rental license. Any material misrepresentation in the application for the license to operate a short-term rental or a failure to provide the required information shall be grounds for denial.
- (l) Floor plan identifying Sleeping Areas and non-sleeping rooms.
- (m) Parking plan diagramming off-street spaces.
- (n) Interior posting acknowledgment that the operator will post, near the primary entrance, the license certificate and number, LRA 24/7 contact, maximum occupancy, parking diagram, trash/recycling day(s), emergency egress map, and “no events/amplified sound/quiet hours” rules, and a list of prohibited conduct to include no public intoxication; no alcohol possession/consumption by minors; no public smoking/consumption of marijuana; no disturbing the peace; no fighting; obey parking diagram; no more than six (6) persons outdoors on the premises between 10:00 p.m. and 7:00 a.m.; and no more than ten (10) non-occupant invitees on site at any time.

**Sec. 7-468.1 — Operating standards**

- (a) The LRA shall answer calls from the City at all times and shall be on-site within one (1) hour when requested.
- (b) Events and amplified sound prohibited. Events, parties, commercial gatherings, and the use of amplified sound equipment or musical instruments audible outdoors are prohibited. Quiet hours apply City-wide from 10:00 p.m. to 7:00 a.m.
- (c) Each STR shall maintain an interior, non-recording noise-monitoring device capable of sending alerts to the operator when thresholds are exceeded, and a conspicuously placed, outward-facing security camera monitoring exterior entries. Audio recording is prohibited. Devices shall not be located in bathrooms or Sleeping Areas. Alert/event logs shall be retained for one hundred-eighty (180) days and provided to the City upon request.
- (d) Maximum overnight occupancy is two (2) persons per Sleeping Area, not to exceed twelve (12) persons per dwelling unit. Prior to each arrival, the operator shall identify in writing rooms designated as non-sleeping.

- (e) At least one (1) off-street space per Sleeping Area plus one (1) additional space for the owner/host, unless otherwise provided in Appendix A for mixed-use/commercial districts shall be provided. Vehicles shall not obstruct sidewalks/driveways or park on unpaved yards contrary to Code.
- (f) STRs shall comply with the STR Safety Checklist (Appendix to this Article), including smoke/CO alarms, fire extinguishers, egress, and address visibility.
- (g) The licensee shall complete the City's annual STR Self-Inspection Checklist, retain records/photos for three (3) years, and produce them upon request. Failure to complete or produce the checklist is a violation.
- (h) Licensees or Hosting Platforms on Licensees behalf shall collect and remit all applicable state taxes and City fees.
- (i) Between 10:00 p.m. and 7:00 a.m., no more than six (6) persons may congregate outdoors on the premises (including front/side/back yards, porches, driveways, and patios). Guests shall relocate indoors or disperse upon request of the Local Responsible Agent (LRA) or the City.
- (j) At any time, the number of persons on site who are not overnight occupants may not exceed ten (10). A gathering in excess of this limit is deemed an event and is prohibited by §7-468.1(b).
- (k) The licensee shall ensure that no public intoxication, no unlawful possession or consumption of alcohol by minors, no public smoking or consumption of marijuana, and no contributing to the delinquency of minors occurs on the premises. House rules and the interior posting shall expressly state these prohibitions.
- (l) Upon notice from the City or PD of Enumerated Nuisance Behavior, the LRA shall be on site within one (1) hour and shall cause the nuisance to cease, including directing non-occupant invitees to disperse, moving persons indoors during quiet hours, and verifying parking compliance. Failure to abate is a violation.
- (m) The total number of vehicles associated with the STR shall not exceed the off-street spaces shown on the approved parking plan. Vehicles shall not block sidewalks, driveways, hydrants, or fire lanes, and shall not park on unpaved yards. The interior posting shall include a parking diagram reminding guests of these limits.
- (n) The person who books and occupies as the responsible party shall be at least twenty-one (21) years of age and present during the rental period.

## **Sec. 7-468.2 — Hosting platforms**

- (a) A hosting platform shall provide a conspicuous notice to users listing STRs in the City that a City STR license is required.
- (b) Hosting platforms shall provide a dedicated field for the City license number in any listing for an STR located in the City.
- (c) Upon written notice from the City that a listing lacks a valid license number or pertains to a suspended or revoked STR, a hosting platform shall remove or disable the listing within three (3) business days.
- (d) A hosting platform that complies with (a)–(c) shall not be deemed in violation for user content posted without a valid license number.

**Sec. 7-468.3 — License cap per owner (residential districts)**

- (a) No natural person shall hold, directly or through Beneficial Ownership, more than four (4) active STR licenses City-wide in residential zoning districts.
- (b) Applicants with entity ownership shall disclose all natural persons with Beneficial Ownership; licenses held by an entity are attributed to each such person for cap purposes.
- (c) The cap does not apply in mixed-use or commercial districts if expressly authorized by SUP or PUD conditions.

**Sec. 7-469. License to operate—Grounds for denial.**

The license to operate may be denied for any of the following reasons:

- (a) The applicant has an outstanding debt to the city.
- (b) The short-term rental property has an unabated notice of violation, in excess of 30 days, that cites violations of the city Code of Ordinances.
- (c) Such other relevant facts as the community development director, or designee, may discover or deem advisable or necessary in the course of the review of the application, such as:
  - (1) Drug-related arrests;
  - (2) Prostitution-related arrests;
  - (3) Calls for service.
- (d) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all unresolved documented violations of the city's adopted International Building Code,

International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments.

**Sec. 7-470. License to operate—Denial—Appeal hearing.**

Whenever the city denies a license to operate for a short-term rental, as provided in this chapter, the owner of said short-term rental shall have a right to a hearing to appeal the denial in accordance with section 7-475.

**Sec. 7-471. License to operate—Non-transferability.**

Each license to operate issued pursuant to this chapter shall be separate and distinct from all others and shall not be transferable from the person, firm or corporation to whom issued to any other person, firm or corporation. Whenever an owner sells or transfers title of a short-term rental, then the license to operate shall expire. A license automatically terminates upon transfer of title to the dwelling unit or a change in controlling Beneficial Ownership of the licensee.

**Sec. 7-472. License to operate—Report of changes to the application.**

When a change of agent occurs at an existing short-term rental, the new agent shall register as the 24/7 contact within 30 calendar days.

**Sec. 7-473. License to operate—Revocation.**

The annual license to operate shall be subject to revocation by the community development director, or designee, upon good cause shown that the operation of the short-term rental is such that it is or has negatively impacted the health, safety and/or welfare of its guests or the residents or businesses of the neighboring community by any of the following:

- (a) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all continued and documented violations of the city's adopted International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments;
- (b) Drug-related arrests;
- (c) Prostitution-related arrests;
- (d) Calls for service;
- (e) Any other conditions, problems, issues, concerns or facts that are deemed relevant. In processing a revocation, the community development director, or designee, shall prepare a report that details the circumstances that have led to the revocation. It may include any or all of the following that are applicable:
  - (1) Frequency or occurrence of violation(s), arrest(s), or call(s) for service;

- (2) Seriousness of the violation(s), arrest(s), or call(s) for service in relation to its threat or impact upon public health, safety or welfare;
- (3) History of the violation(s), arrest(s), or call(s) for service;
- (4) Good faith efforts taken by the responsible party to correct, reduce and/or alleviate violation(s), arrest(s), or call(s) for service;
- (5) Any activity, action or effort taken by the responsible party to obstruct or interfere with correction of the problem;
- (6) The impact of the violation(s), arrest(s), or call(s) for service on the surrounding property and community.

Notwithstanding any other provision of this section, the City may suspend or revoke a short-term rental license upon documented nuisance activity as follows: (i) suspension for thirty (30) days upon two (2) Verified Police Observations of Enumerated Nuisance Behavior within any twelve (12) month period; (ii) suspension for ninety (90) days upon three (3) such Verified Police Observations within any twelve (12) month period; (iii) suspension for one hundred-eighty (180) days upon four (4) or more such Verified Police Observations within any twelve (12) month period; and (iv) revocation upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. Immediate suspension may issue upon any Serious Incident. Whether or not an arrest is made, or a citation is issued shall not be determinative if the conduct is established by a Verified Police Observation. Any suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475. A person whose license is revoked is ineligible to reapply for twelve (12) months.

**Sec. 7-473.1. Automatic suspension and revocation.**

- (a) Suspension ladder. The City may suspend a license for: (i) thirty (30) days upon two (2) Verified Complaints within twelve (12) months; (ii) ninety (90) days upon three (3) Verified Complaints within twelve (12) months; and (iii) one hundred-eighty (180) days for four (4) or more Verified Complaints within twelve (12) months.
- (b) Revocation. The City shall revoke a license upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. A person whose license is revoked is ineligible to reapply for twelve (12) months.
- (c) Immediate suspension. The City may immediately suspend a license upon a Serious Incident, or failure of the LRA to respond as required by §7-468.1(a).
- (d) Due process. A suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475.

- (e) Safe Harbor Provision. In determination or proceeding to deny, suspend or revoke a short-term rental license based upon an Enumerated Nuisance Behavior or Serious Incident, in order to encourage voluntary and prompt reporting of criminal conduct, the Director may disregard such incident if the following criteria is met:
- (1) an owner, operator, or manager of the STR reported such incident immediately to law enforcement and/or code enforcement agents responsible for investigating such incident;
  - (2) the reporting person and STR owner were fully cooperative in the investigation of such incident by law enforcement and code enforcement; and
  - (3) the reporting person was not criminally responsible for the conduct reported and was not reckless in the rental of the STR.

**Sec. 7-474. Notice of hearing.**

Upon good cause shown in the revocation report issued by the community development director, or designee, the city manager, or designee, shall issue a notice of hearing for revocation of license to operate. Such hearing shall be held by the city manager. Notice of hearing of revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing.

**Sec. 7-475. Appeals.**

Any person aggrieved in regard to the denial or revocation of a license shall have the right to appeal to the Broken Arrow City Council. Such appeal shall be taken by filing a notice of appeal with the city clerk's office within 14 days after notice of the decision causing the appeal. The city council shall set the time and place of hearing on such appeal and notice of such hearing shall be given to the person and all known interested parties. Notice of such hearing shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing. Such hearing shall be on a subsequent regularly scheduled council meeting following receipt of the notice of appeal, subject only to the requirements of the Oklahoma Open Meetings Act, 25 O.S. § 301 et. seq.

**Sec. 7-476. License to operate—Reissue after revocation.**

A license to operate that is revoked shall not be reissued for a period of one year from the date of such revocation.

**Sec. 7-477. Violation—Penalty.**

It is unlawful to operate a short-term rental without a valid license to operate or to fail to comply with any of the requirements established by the Code of Ordinances. Violations are classified as a Class B misdemeanor punishable by a fine of not more than \$1,000.00 or by imprisonment for not

more than ten days, or by both such fine or imprisonment, for each violation. Each day a violation is allowed to exist is a separate violation. Violations are also subject to civil liability and enforcement under Chapter 8, Enforcement and Remedies under the City of Broken Arrow Zoning Ordinance and civil enforcement through Oklahoma District Court.

Section 7-478 — Transition; Effective date

- (a) Effective date. This ordinance takes effect on April 7, 2026.
- (b) Transition. Existing STR licensees shall comply with §§7-468(e), 7-468(l)–(o), 7-468.1, and 7-468.2 within one hundred eighty (180) days of the effective date. Hosting platforms shall comply with §7-468.2 within sixty (60) days.

### **Appendix to Article XVII**

#### **Short-Term Rental Safety & Operations Self-Inspection Checklist**

*(Minimum Standards; to be completed annually and retained for three (3) years)*

Property Address: \_\_\_\_\_ License No.: \_\_\_\_\_  
Owner/Operator: \_\_\_\_\_ Date: \_\_\_\_\_  
Local Responsible Agent (24/7): \_\_\_\_\_ Phone: \_\_\_\_\_

Instructions: Check Yes/No/N/A. For every “No,” attach a corrective plan with date. Upload required photos with your renewal.

#### **A. Alarms & Life Safety**

1. Smoke alarms installed in every Sleeping Area, outside each Sleeping Area, and on every story (including basements). (Photo required)
2. All smoke alarms test functional via the test button.
3. Smoke alarms are within service life (manufacture date  $\leq$ 10 years ago or 10-year sealed).
4. CO alarms on each story with a fuel-burning appliance or attached garage. (Photo required)
5. CO alarms test functional via test button; within service life (per label).
6. No battery missing or low-battery chirps present.
7. Audible/visual notification is not obstructed by décor or furniture.
8. No disabling or covering of alarms; no paint over units.
9. Weather safety notice posted identifying the best interior severe-weather area/safe room (Oklahoma). (Photo required)
10. Address numerals clearly visible from the street day and night (contrasting color, illuminated if practical). (Photo required)

#### **B. Fire Extinguishers & Fire Protection**

11. At least one 2A:10B:C extinguisher per story, mounted and readily accessible. (Photo required)
12. Kitchen extinguisher located within 30 ft of cooking appliances, not over the range.
13. Extinguishers show normal pressure, no damage, and inspection tag/date within past 12 months (or manufacturer monthly check documented).
14. No combustibles stored within 3 ft of furnaces, water heaters, or other ignition sources.

15. Gas shutoffs and electrical main disconnect locations identified on the interior posting/exit map.
16. Fireplace/wood stove (if present) has intact spark screen/doors and clearances maintained; ashes stored safely in metal container outdoors.

#### C. Egress, Doors & Windows

17. Each Sleeping Area has an egress window/door operable from inside without keys/tools/special knowledge. (Photo required of window open)
18. Bars/grilles (if any) on egress windows/doors are openable from inside without a key.
19. Exit doors unlock from the inside without keys (no double-keyed deadbolts).
20. Stairways/hallways to exits are unobstructed and illuminated.
21. Floor surfaces are in good repair; no loose rugs or cords creating trip hazards on exit routes.
22. Exterior steps/landings are sound; handrails/guardrails present where required and secure.

#### D. Electrical Safety

23. No extension cords used as permanent wiring; no “daisy-chained” power strips.
24. GFCI protection present and functional at kitchens, bathrooms, garages, exterior receptacles (test monthly).
25. Outlet/switch cover plates intact; no exposed wiring.
26. Electrical panel has clear access (recommend  $\geq 36$ " depth x 30" width), cover in place, breakers labeled.
27. No cords under rugs, through doorways, or pinched by furniture.
28. Tamper-resistant receptacles or child-safety covers present if advertising family-friendly.
29. Lighting adequate at entrances, stairs, and parking surfaces (motion/photocell recommended).
30. Portable space heaters (if provided) are UL-listed, tip-over protected, and have 3 ft clearance on all sides; not permitted in unattended Sleeping Areas.

#### E. Gas, Heating & Mechanical

31. Furnace/water heater in safe operating condition; no visible leaks or scorch marks.
32. Combustion air openings unobstructed; vents intact and terminate outdoors.
33. Gas appliances have accessible shutoff valves; flexible connectors in good condition.
34. Dryer vents are metal/foil, discharge to exterior, and are lint-free; lint trap cleaned. (Photo required of exterior vent)
35. Water heater temperature set to  $\leq 120^{\circ}\text{F}$  (anti-scald).
36. Attic/basement access secure; no open junction boxes or exposed splices.

#### F. Kitchen & Laundry

37. Range anti-tip device installed and engaged. (Photo required)
38. Range hood or microwave vent operational; grease filters clean.
39. Refrigerator/freezer seals intact; no unsafe temperatures (operator verifies).
40. Under-sink area dry and free of mold; disposal splash guard intact (if present).
41. Dishwasher has no leaks and latches securely.
42. Fire-safe location for grill (see Section H) is identified in the house rules if provided on site.
43. First-aid kit available and stocked (location noted on posting).

44. Laundry room clear of pile-up; detergents secured if advertising family-friendly.

#### G. Bedrooms & Sleeping Areas

- 45. Sleeping Area designation matches floor plan; no living rooms, kitchens, or garages used as sleeping rooms.
- 46. Mattresses and bedding clean and free from infestation; mattress protectors present.
- 47. Smoke alarm inside each Sleeping Area verified (see Section A).
- 48. Emergency egress route from each Sleeping Area is posted on the exit map.
- 49. Space heaters not used in Sleeping Areas (unless permanently installed and code-compliant).

#### H. Exterior & Site Conditions

- 50. Walkways/driveways in safe condition; no tripping hazards; ice/snow plan noted (seasonal).
- 51. Off-street parking meets posted limit and does not block sidewalks/driveways/fire lanes; no yard parking on unpaved surfaces.
- 52. Grills/fire pits located  $\geq 10$  ft from structures/combustibles (or per manufacturer); no grills on combustible balconies.
- 53. LP cylinders stored upright outdoors; not in buildings or beneath stairways.
- 54. Exterior lighting at entrances/parking functional (photocell or timer recommended).
- 55. Backflow device and hose bibbs in good repair; no cross-connection hazards.

#### I. Pools / Spas / Hot Tubs (If applicable)

- 56. Barrier height meets code ( $\geq 48$ " typical); self-closing, self-latching gates swing outward. (Photo required)
- 57. Door alarms/pool alarms present where required.
- 58. VGB-compliant drain covers installed and within service life. (Photo required)
- 59. Life ring with rope and a reaching pole provided and accessible.
- 60. Rules signage posted (no lifeguard, no glass, no diving, children supervision, emergency 911).
- 61. Spa cover is lockable and used when not occupied.
- 62. Chemicals stored locked and ventilated; SDS sheets on site or accessible digitally.
- 63. Electrical bonding/GFCI for pool/spa equipment verified by a qualified person (document date).
- 64. Gate hardware and fence integrity inspected and functional.

#### J. Security, Privacy & Monitoring

- 65. Outward-facing entry camera(s) positioned to view entrances only; no interior cameras and no cameras in or facing Sleeping Areas or bathrooms. (Photo required of camera location)
- 66. Audio recording disabled on all monitoring devices.
- 67. Noise monitor(s) installed indoors (not in Sleeping Areas or bathrooms), configured for alerts; 180-day alert/event logs retained.
- 68. Locks on exterior doors function; guests provided unique/rekeyed codes or keys; no key-lock boxes visible from public right-of-way unless secured.
- 69. Privacy notice in the interior posting discloses cameras (locations) and noise monitors; prohibits tampering.

#### K. Posting, House Rules & Emergency Info

70. Interior posting near primary entrance includes: license number, max occupancy, parking diagram, trash/recycling schedule, LRA 24/7 contact, exit map, severe-weather safe area, and “no events/amplified sound/quiet hours” rules. (Photo required)
71. Exit map shows exits, fire extinguishers, electrical panel, gas shutoff, muster point.
72. Quiet hours (10:00 p.m.–7:00 a.m.) posted and match the ordinance.
73. Human-trafficking awareness and emergency numbers posted or linked (as provided by City training).
74. License number and maximum occupancy appear on all advertisements/listings.
75. Tax registration numbers posted or on file; instructions to guests not to exceed occupancy/parking limits.
76. Posting includes “no public intoxication/no MIP/no public marijuana use/no fighting” language.
77. Posting shows outdoor congregation limit and non-occupant invitee cap.

#### L. Waste, Sanitation & Pest Prevention

78. Trash and recycling containers provided, labeled, and in good repair; storage location avoids blocking sidewalks/rights-of-way.
79. Pick-up days posted on the interior posting; instructions about setting out/bringing in carts.
80. No evidence of pests; preventive measures in place (sealed food storage, regular service if needed).
81. Bathrooms have working ventilation (fan or operable window) and sanitary conditions.
82. Water leaks or moisture intrusion absent; any prior issues corrected.

#### M. Records, Training & Miscellaneous

81. Annual STR Self-Inspection Checklist completed; records and photos retained 3 years.
82. Noise/camera event logs retained 180 days and available to the City upon request.
83. Insurance certificate (\$1,000,000 per occurrence CGL) current and on file with City.
84. LRA contact test conducted quarterly; response within 1 hour verified/logged.
85. City STR Training completed within the past 12 months (attach certificate to renewal).
86. Neighbor notice sent per §7-468(e) (initial via certified mail; renewal via first-class; email where available). Keep proof of mailing.
87. LRA abatement log: record date/time of PD/City calls and arrival time (must be  $\leq$  1 hour).
88. Parking compliance: operator verifies vehicles do not exceed plan; no blockages; no yard parking.
89. Incident retention: preserve body-worn camera request info (incident number) and any host platform messaging used to abate.

#### Required Photo Uploads (at minimum)

- Smoke and CO alarms in place (one per bedroom, one per hallway, one per story).
- One mounted extinguisher per story and the kitchen extinguisher.
- One open egress window in each Sleeping Area.
- Interior posting at the main entrance and the exit map.
- Address numerals visible from the street at night.
- Dryer exterior vent outlet.
- Entry camera location (outward facing).

- Pool/spa barrier, gate latch, and VGB drain cover (if applicable).
- Parking diagram (photo of posted diagram).

Operator Attestation

I certify the above is true and complete, and that any deficiencies will be corrected by: \_\_\_\_\_.  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION II. REPEALER.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

**SECTION III. CODIFICATION; SCRIVENER’S AUTHORITY.**

The provisions of this ordinance shall be codified within Chapter 7 of the Code of Ordinances. The City Attorney and City Clerk are authorized to correct scrivener’s errors (including section numbering, cross-references, and formatting) without further Council action so long as no substantive change is made.

**SECTION IV. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase, or application of this ordinance is held invalid, such invalidity shall not affect the remaining portions or applications, which can be given effect without the invalid portion; to this end the provisions of this ordinance are declared severable.

**SECTION V. EFFECTIVE DATE; PUBLICATION.**

This ordinance shall take effect and be in force from and after its passage and publication as provided by law. Compliance timelines for operators and hosting platforms are as stated within Section 7-478 of Article XVII.

**PASSED AND APPROVED** and the clause ruled upon separately this 17<sup>th</sup> day of February, 2026.

\_\_\_\_\_  
 MAYOR

ATTEST:

\_\_\_\_\_

(Seal) CITY CLERK

APPROVED:

A handwritten signature in black ink, appearing to read "Dan R.", is written above a horizontal line.

ASSISTANT CITY ATTORNEY