

## 5.16 Fire Safety Registration and Inspection Program

### a) Definitions:

**Basic Fire Inspection:** An inspection of Buildings and surrounding property completed by the City of DeKalb Fire Department pursuant to an inspection form approved by the Fire Chief, which inspection is aimed at identifying conditions which create or have the potential to create an unreasonable risk of harm to building occupants, first responders or the general public, including but not limited to: structural deficits that jeopardize or have the potential to jeopardize the integrity of the structure; non-compliance with any applicable emergency ingress/egress, fire-prevention, fire-suppression or fire-alarm related standard; non-compliance with any standard relating to the storage of hazardous, flammable or combustible substances; non-compliance with any applicable building code relating to electrical or utility service that creates a potential safety hazard, or other similar conditions, whether within a Building or on the property surrounding a Building. A Basic Fire Inspection shall cover all portions of the Building and property inspected, with specific attention to any hazards within Public Areas.

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

**Commercial Building:** Any Building, whether vacant or occupied, which is zoned or utilized for any commercial or industrial use or purpose, along with the parcel(s) of property on which it is located. A Commercial Building shall include any Mixed-Use Property as defined herein. A Commercial Building shall not include any Excluded Building. Any Commercial Building that is vacant shall be nonetheless considered to be a Commercial Building. For purposes of this Ordinance, buildings owned by the City of DeKalb and used for human occupancy on a regular basis shall be deemed to be Commercial Buildings.

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

**Excluded Building:** Any property which is: 1) exclusively owner-occupied and exclusively residential in nature; 2) a Governmental Building; 3) a home-based business (business operated out of a private, owner-occupied, single-family residential structure) or, 4) residential rental property, multi-unit or otherwise, that is registered with the City pursuant to the requirements of Chapter 10 of the City Code of Ordinances, unless such property is a Mixed-Use Property as defined herein.

**Governmental Building:** Any parcel of real property, improved with a permanent structure, where either the real property or the structure is owned by the State or Federal Government or a unit thereof, or by a unit of local government other than the City of DeKalb. Where a property includes multiple uses, such portion of the property or Building which qualifies as a Governmental Building shall be deemed Excluded, and the balance shall not be Excluded.

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

Pre-Plan Walkthrough: A Walkthrough completed at a Building and the property on which it is located, in compliance with Insurance Services Offices standards and requirements applicable to building emergency pre-planning, identifying ingress/egress points, utility connections, fire alarm or sprinkler panel/connection locations, bulk flammables storage areas and other similar information.

Public Area: Any portion of a Building which members of the public, customers, or persons other than Owner's (or a given tenant's) employees and agents are permitted to enter.

Third Party Inspection: A current, annual, comprehensive fire/structural/safety inspection of a Commercial Building and the property on which it is located, completed by a qualified third party (i.e. not the Building Owner or any occupant thereof) and documented in writing, in form and content acceptable to the Fire Chief or designee thereof.

b) Registration of Commercial Buildings Required: The Owner of each Commercial Building is required to maintain a current registration with the City of DeKalb for said building. There shall be no fee for registration of a Commercial Building, and no process for suspension or revocation of registration. Initial registration shall be completed by April 1, 2015.

1) Registration shall be on a form acceptable to the Fire Chief, and shall provide the name and contact information for the Commercial Building's Owner, as well as the name, address and 24 hour contact telephone number for an authorized representative of the Owner who has 24 hour access to the Building as a keyholder, and that will be available as a legal representative of the Owner to interact with emergency responders.

a) Owners are encouraged, but not required, to provide floorplans or other information showing the layout of all registered Buildings. Owners are required to provide a floorplan identifying any Public Areas, and identifying any portion of a Building which is vacant.

b) At the time of initial application for registration, each Building shall be assigned a twelve-month annual registration period (with the City undertaking to include all Buildings under common ownership within the same registration period). Subsequently, each Owner shall renew the registration of each Building by filing an application for renewal at least ninety (90) days prior to the end of the then-current term of the assigned registration period. In the event of any change in ownership of a Building or in the identity of the authorized representative, the registration shall be updated within thirty days of the date of the change (but shall not change the timeline for applicable Building Inspections or Walkthroughs).

c) Inspection of Commercial Buildings: Subject to the provisions of this Ordinance, each Commercial Building within the City shall be subject to the completion of a Basic Fire Inspection, completed every 1-3 years. There shall be no fee assessed for such Basic Fire Inspections.

1) Timing of Basic Fire Inspections: The City shall complete the Basic Fire Inspections contemplated herein within three years of the effective date of this Ordinance. Thereafter, buildings which do not have any violations noted during the inspection shall be reinspected on a recurring three-year rotation. Buildings which have violations noted and any vacant Buildings shall be reinspected on a one-year rotation. The timing for reinspection (one-year or three-year) shall be based upon the results of the most-recent Basic Fire Inspection (and not based upon subsequent reinspections of violations).

a) Documentation: The Fire Department shall prepare and keep accurate records of the Basic Fire Inspections conducted, and a copy of the most recent inspection record shall be provided to the Owner at no cost within a reasonable period after the inspection is conducted.

i) Prior to the conduct of any Basic Fire Inspection, the Fire Chief shall prepare and make publicly available a copy of the Basic Fire Inspection Report and a copy of any inspection standards being utilized. The Fire Chief may update these from time to time, and shall make the then-current copy publicly available.

b) Reinspection of Violations: Any violations noted shall be subject to reinspection within a reasonable time after the initial inspection, to confirm that compliance has been achieved.

c) Waiver of Basic Fire Inspection: A Basic Fire Inspection shall not be required for:

i) Any portion of a Commercial Building which is subject to a City license-based inspection (e.g. Fire Life-Safety, Hotel-Motel, Gas Station, Rooming House). In the case of a Commercial Building where only a portion is subject to a City license-based inspection, the balance of the Building shall be subject to a Basic Fire Inspection.

ii) If the Owner or occupant of a Commercial Building provides the City with a complete copy of annual Third Party Inspection reports for said Building, such portion of the Building which was inspected/documented in the Third Party Inspection report shall not be required to have a Basic Fire Inspection.

iii) In the case of a Mixed-Use Building, the portions utilized or available for Commercial or Industrial uses shall be subject to inspection. In addition, residential common areas (e.g. common

stairwells, balconies and hallways) shall be subject to inspection. Individual residential units *shall not be subject to inspection*, in the absence of either a properly issued search warrant or occupant request for/consent to inspection.

e) Coordination of Inspections: The City shall use its best efforts to coordinate inspections of any Building with multiple uses/occupancies so as to complete all inspections at a single time.

2) Refusal to Permit Inspection: The Fire Department shall attempt to complete all inspections contemplated by this Ordinance, and as contemplated by the Fire Prevention Code of the City of DeKalb. In the event that any Owner refuses to permit inspection of a Building or a portion thereof, the Fire Department shall inspect such portion as the Owner permits access to, and shall document any conditions noted. The City shall also document any building or property maintenance code violations or other ordinance violations that are visible from any public property or right of way, Public Area or private property to which the City is granted access. The City shall have the ability to issue citations for any violations noted, and shall have the authority to apply for and seek issuance of a search warrant, administrative or otherwise, on a case by case basis.

d) Pre-Plan Walkthrough: The Fire Department shall complete a Pre-Plan Walkthrough of all Commercial Buildings in the City within three years of the effective date of this Ordinance, and shall endeavor to complete update Pre-Plan Walkthroughs of all Commercial Buildings on an annual basis thereafter.

1) Documentation: The Fire Department shall endeavor to prepare Pre-Plan documentation based upon the completion of the Pre-Plan Walkthrough, in a fashion compliant with applicable Insurance Services Office standards, and shall maintain such documentation in a format accessible to emergency responders. Building Owners are encouraged, but not required, to provide building plans, schematics and related documents, in electronic format if possible, to enable the efficient preparation of accurate Pre-Plans.

a) Prior to the conduct of any Pre-Plan Walkthrough, the Fire Chief shall prepare and make publicly available a copy of a standard Pre-Plan report and a copy of any applicable standards being utilized. The Fire Chief may update these from time to time, and shall make the then-current copy publicly available.

2) Portion of Building Subject to Pre-Plan Walkthrough: The entirety of a Commercial Building and the property on which it is located shall be subject to the conduct of a Pre-Plan Walkthrough, excluding any individual residential units in a Mixed-Use Building.

3) Coordination with Other Inspections: The City shall endeavor to complete the Pre-Plan Walkthrough at the same time as any other required inspections are completed. The Pre-Plan Walkthrough shall be required even for Buildings that do

not require a Basic Fire Inspection under Section (c)(1)(c)(i) and (ii) of this Ordinance (i.e. Buildings which are subject to a City license-based inspection and Buildings which have an acceptable Third-Party Inspection).

4) Refusal to Permit Pre-Plan Walkthrough: The Fire Department shall attempt to complete the Pre-Plan Walkthrough contemplated by this Ordinance. In the event that any Owner refuses to permit the Pre-Plan Walkthrough of a Building or a portion thereof, the Fire Department shall complete a Walkthrough in such portion as the Owner permits access to. The City shall document the Owner's refusal in writing.

e) Compliance Agreements and Incentives:

1) Buildings that Permit Inspections and Walkthroughs: In the case of any Building and Property that voluntarily complies with the conduct of applicable City Inspections and Walkthroughs:

a) Compliance Agreements: In the event any City Inspection reveals the presence of one or more violations of any applicable City Code, the City shall negotiate in good faith with the Owner of the Building to enter into a Compliance Agreement which acknowledges and documents the presence of the violation and provides a timeline for remediation. Provided that the Owner enters into such an agreement and undertakes reasonable measures to remediate the violation, the City shall not issue citations for ordinance violations that the Owner is working to remediate, during the time allowed under the Compliance Agreement or any mutually acceptable extension thereof.

i) Determination of Timeline: The City shall work in good faith with the Owner of a Building to determine a reasonable timeline for remediation of violations, based upon the nature and scope of the violation, the complexity of the required repair, the necessity for building permits or plans, the impact that weather conditions have upon the repair, the availability of repair materials, and similar factors.

ii) Extension of Compliance Agreements: In the event that the Owner has in good faith and within a reasonable time period commenced efforts to remediate any noted violations and is unable to remediate a violation within the time period allowed under the Compliance Agreements because of factors not under the Owner's control, the City shall agree to extend a Compliance Agreement by a reasonable amount of time.

iii) Contents of Compliance Agreements: A Compliance Agreement shall be required to include the following provisions:

- 1) A reasonably precise description of the violation(s) noted (with photographs where possible).
- 2) The timeline for the remediation to be completed and the anticipated reinspection date.
- 3) An acknowledgement that the Owner is not, by entering into a Compliance Agreement, waiving any of its rights.
- 4) A basic description of the contemplated repair (where possible), and an indication as to whether a building permit is required to complete the repair based upon the information known at the time.
- 5) Contact information for the Owner and City representatives who will be most directly involved in carrying out the Compliance Agreement.
- 6) In the event of a condition that presents an imminent safety hazard, a description of any agreed-upon temporary measures being undertaken to mitigate or protect against said hazard.

iv) Further Action: In the event that an Owner refuses to enter into a Compliance Agreement or refuses to comply with the terms thereof, violations or conditions noted shall be referred for issuance of appropriate violation notices or citations.

v) Use of Compliance Agreements: City staff is authorized to utilize the Compliance Agreement procedures outlined herein to address other property-related ordinance violations as may be appropriate from time to time. The City shall in good faith attempt to utilize Compliance Agreements where any violation is identified in the completion of any Inspection which is required by City Code.

b) City Incentives: The Building shall be eligible for City Incentives as follows:

i) Building Permit Fee Reduction: The cost of any applicable building permit or building-permit related inspection fee related to remediation or correction of the violation shall be reduced in an amount to be established by City Council resolution from time to time, initially established at twenty-five percent (25%).

ii) Commercial Property Remediation Incentive: The Building shall be eligible for participation in the then-current Commercial Property Remediation incentive program (if any), with the City making a contribution towards the repair or remediation costs or otherwise incentivizing, subsidizing or reducing the cost of the remediation.

iii) AIP Incentives: Where possible, the Building shall be eligible for any available Architectural Improvement Program incentives that may be available.

iv) Agreed Suspension of Licenses: If a violation requires temporary closure of a Building with a City-issued license (e.g. liquor license), at the Owner's request, the City shall temporarily suspend such license for the period of repair, and shall pro-rate the next applicable license renewal fee based upon the period of time that the license was voluntarily suspended.

v) Other Incentives: Depending upon the nature, scope, cost and complexity of the remediation required, the City Council may approve additional incentives on a case by case basis.

vi) Recognition of Safe Buildings: The Fire Department shall issue each Building which voluntarily completes all required Inspections and Walkthroughs and remediates any noted violations with a City-issued certificate or decal recognizing appropriately recognizing and commending the Building or Owner.

2) Buildings that Refuse or Partially Refuse Inspection or Walkthrough: In the case of any Building and Property that does not voluntarily comply with the conduct of any portion of an applicable City Inspection or Walkthrough:

a) The Building shall not be eligible for use of a Compliance Agreement and shall not be eligible for any of the incentives contemplated in Section (e)(1) above. Further, a refusal may render a Building or property ineligible for other City-issued licenses or incentives.

f) Applicable Standards: No provision of this Ordinance shall have an impact upon the determination of the applicable building code or standards to which a Building or property is held. It is the intention of the City to recognize any applicable 'grandfathering' provisions of the City's Building and Fire Codes. In the event that there is a dispute regarding which code or standard is applicable, such dispute may be referred to the Building Code Board of Appeals consistent with the provisions of Chapter 24 of the City Code of Ordinances. It is expressly recognized that not all buildings will comply with the most updated provisions of the City's building codes, and that under applicable laws, existing Buildings benefit from provisions in the codes that permit grandfathering of existing conditions.