

ALLEN COUNTY CODE TITLE 10

DEPARTMENT OF HEALTH

ARTICLE 11

SANITATION STANDARDS FOR LODGING ESTABLISHMENTS

10-11-1 Chapter 1: PURPOSE

10-11-1-1

The purpose of this Ordinance is to establish standards for all Lodging Establishments and to protect the health, safety and general welfare of the visitors to and citizens of the County of Allen, including the following general objectives:

- (A) To provide minimum sanitation standards for the operation and maintenance of Lodging Establishments;
- (B) To correct and prevent conditions that may adversely affect the health and safety of persons utilizing Lodging Establishments; and
- (C) To meet consumer expectations for the quality and safety of Lodging Establishments.

10-11-2 Chapter 2: SCOPE

10-11-2-1

This Ordinance shall provide for the permitting and inspection of Lodging Establishments; regulation of the operation and maintenance of such establishments; and, the enforcement of violations of this Ordinance.

10-11-2-2

This Ordinance does not cover bed and breakfast facilities, as those establishments are regulated by 410 IAC 7-15.5.

10-11-2-3

All Lodging Establishments which are hereinafter constructed or renovated shall conform in their construction to the applicable requirements of all applicable Building, Zoning and Fire codes. All Lodging Establishments shall maintain their Premises in accordance with all applicable Building, Zoning, and Fire codes.

10-11-2-4

All items regarding food preparation, storage, sale, or serving are regulated by the Allen County Food and Beverage Ordinance, Title 10 Article 2, and Indiana Food Code, Title 410 IAC 7-24.

10-11-2-5

All items regarding the operation and maintenance of swimming pool and spa facilities are regulated by the Allen County Public and Semi-Public Swimming Pool and Spa Operations (Non-Private) Ordinance, Title 10 Article 5, and Indiana Swimming Pool Rule, Title 410 IAC 6-2.1.

10-11-3 Chapter 3: DEFINITIONS

Unless the context specifically indicates otherwise, the following definitions shall apply in the interpretation and enforcement of this Ordinance.

10-11-3-1 Applicant

The Owner of a Lodging Establishment who is applying for a Permit to operate a Lodging Establishment in Allen County, Indiana.

10-11-3-2 Board

The Fort Wayne - Allen County Board of Health of Fort Wayne, Allen County, Indiana.

10-11-3-3 Clean

The absence of excessive dirt, grease, stains, rubbish, garbage, and other offensive, unsightly, or harmful matter.

10-11-3-4 Complaint Inspection

The investigation of a complaint filed by a member of the public or referred by another agency.

10-11-3-5 Critical Violation

A violation which is more likely than other violations to significantly contribute to the potential spread of disease, injury or sickness.

10-11-3-6 Department

The Fort Wayne - Allen County Department of Health of Fort Wayne, Allen County, Indiana, and/or its employees.

10-11-3-7 Employees

All persons, whose duties include the cleaning and maintenance of Guest Rooms or any part of the Lodging Establishment, or the rendering of services to guests.

10-11-3-8 Extermination

The control and elimination of public health pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, fogging, larviciding or trapping; or by any other recognized and legal pest control elimination methods approved by the local or state authority having such administrative authority.

10-11-3-9 Garbage

Rejected food wastes including every waste accumulation of animal, fruit, vegetable matter used or intended for food preparation, use, cooking, or storing of meat, fish, poultry, fruit or vegetables.

10-11-3-10 Good Repair

Free of corrosion, breaks, cracks, chips, pitting, excessive wear and tear, leaks, obstructions and similar defects so as to constitute a good and sound condition.

10-11-3-11 Grade

The score given to a hotel or motel based on a regular inspection or re-inspection of the Lodging Establishment. A Grade shall be an A, B, C or F depending on the number of violations observed during the Regular Inspection. The score shall be the total value of the violations observed during the inspection subtracted from 100 percent. A Grade will not be provided during a Complaint Inspection, unless the inspector decides to conduct a Regular Inspection.

10-11-3-12 Grade Card

The paperwork or poster that shows the grade obtained during the inspection. Prior to the Department leaving the facility after inspection, the Owner will prominently display the most current Grade Card issued by the Department at the front registration desk/area where it may be readily observed by the public upon entering the facility.

10-11-3-13 Guest

An individual who rents a Guest Room in a Lodging Establishment.

10-11-3-14 Guest Room

Any room which is established and maintained for use as a sleeping area for temporary or long-term occupancy.

10-11-3-15 Harborage

Any place where Public Health Pests can live, nest or seek shelter.

10-11-3-16 Health Commissioner

The Health Officer of the Fort Wayne -Allen County Department of Health of Fort Wayne, Allen County, Indiana, and/or his/her authorized representatives.

10-11-3-17 Hotel

A building providing sleeping accommodations for compensation and customary lodging services where Guests enter through a main lobby of the building to get to each Guest Room.

10-11-3-18 Imminent Health Hazard

Conditions at a Lodging Establishment requiring immediate action to prevent endangering the health of guests and employees. Specific examples of imminent health hazards include:

- Flood
- Extended interruption of water service
- Sewage backup
- Contaminated water supply
- Misuse of poisonous or toxic materials
- Severe public health pest infestation
- Gross unsanitary conditions
- Other circumstances which may contribute to the spread of disease

10-11-3-19 Infestation

The presence of any Public Health Pest on a Premise or Premises which are deemed likely to pose a hazard to the public health. This definition also includes general pests, such as ants, beetles, and other nuisance insects.

10-11-3-20 Junk

All scrap copper, glass, lead, or any other nonferrous metal; iron, steel, or other scrap ferrous material; tin-ware, plastic, or discarded goods, rope, rags, crockery, batteries, paper, trash, rubber, debris, building materials; dismantled or inoperable vehicles, unused tires, machinery and appliances or parts thereof; including but not limited to discarded, abandoned, unattended, or used refrigerators, iceboxes and similar containers equipped with airtight door or lid; or any other kind of scrap or waste or abandoned material or items.

10-11-3-21 Lodging Establishment

A hotel, motel or inn where space is temporarily leased or rented in which sleeping accommodations are offered both short and long-term. This definition does not include apartments, bed and breakfast establishments, dormitories, boarding houses, and hostels.

10-11-3-22 Motel

A building or series of buildings, typically one or two stories, in which sleeping accommodations are offered for compensation, and which is distinguished from a hotel primarily providing independent exterior access to, and adjoining parking for, each Guest Room.

10-11-3-23 New Owner

Any person, other than an immediate family member (specifically a spouse, parent, child or sibling; or a spouse of a parent, child or sibling), who acquires, through an asset purchase agreement, stock purchase agreement, merger, consolidation, gift or other similar method, more than fifty percent (50%) of the control of a prior Owner's business.

10-11-3-24 Non-Critical Violations

A violation which is not likely to cause illness or harm to human health. Includes housekeeping and maintenance issues and mainly reflects aesthetic issues.

10-11-3-25 Notice of Closure

The paperwork that shows that the Lodging Establishment or individual rooms of a Lodging Establishment has/have been closed (precluded from guest use) due to the presence of an Imminent Health Hazard in which the Health Commissioner or his/her authorized representative determines operation of the Lodging Establishment or the occupancy of designated Guest Room(s) must cease due to the presence or existence of an Imminent Health Hazard. A Notice of Closure may also be issued for failure to renew the establishment's yearly permit, failure to pay all issued fines/penalties, or failure to timely correct Critical Violations. The Notice of Closure sign shall be posted by the Health Commissioner or his/her authorized representative in a conspicuous place where it may be readily observed by the public upon entering/approaching the facility or the affected Guest Room(s), as applicable,, and may only be removed by the Health Commissioner or his/her authorized representative.

10-11-3-26 Operator

Any person who is responsible for the daily operation of a Lodging Establishment.

10-11-3-27 Owner

Any person who, alone or jointly or severally with others:

- (A) Has legal title to any Lodging Establishment, with or without accompanying actual possession thereof; or
- (B) Has charge, care or control of any Lodging Establishment as Owner or agent of the Owner or an executor, administrator, trustee or guardian of the estate of the Owner. Any such person thus representing the actual Owner shall be bound to comply with the provisions of this Ordinance and of the rules and regulations adopted pursuant thereto to the same extent as if he/she were the Owner.

10-11-3-28 Permit

A certificate and/or Permit number of a size and style previously approved by the Health Commissioner.

10-11-3-29 Person

Includes, but not be limited to, an individual, corporation, firm, partnership, proprietorship, association, business organization, municipality or any other group acting as a unit, as well as an individual, trust or estate, or the agent or legal representative thereof.

10-11-3-30 Person-In-Charge

The individual present at a Lodging Establishment that is responsible for the operation at the time of inspection.

10-11-3-31 Pest-Proofing

A form of construction or measure to prevent the ingress or egress of Public Health Pests to or from a given space or building or from gaining access to food, water or harborage. This term shall include but not be limited to rodent-proofing, fly-proofing, mosquito-proofing, etc.

10-11-3-32 Premise(s)

A lot, plot or parcel of land including the building(s) thereon.

10-11-3-33 Public Health Pest

A rodent, arthropod or insect capable of transmitting a disease or infection and/or causing great discomfort or injury. Public Health Pests shall include but not be limited to rats, mice, mosquitoes, bed bugs, fleas, cockroaches, flies, and ticks.

10-11-3-34 Refuse

All solid wastes, except body wastes, and shall include garbage, junk, ashes and rubbish.

10-11-3-35 Regular Inspection

An inspection of the entire Premises, including a certain number or percentage of Guest Rooms, during normal (Department) business hours to ensure the minimum standards set forth by this Ordinance are met and to establish the Lodging Establishment's grade. Private residences which are attached to or are a part of the lodging establishment may be included in the inspection process. Inspections conducted for purposes such as preliminary or opening inspections for new Lodging Establishment or those under new Ownership, Complaint Inspections, follow-up inspections that are narrow in scope and do not encompass inspecting the entire facility, and any inspection conducted where prior notice is given to the Lodging Establishment and not an unannounced inspection shall not be considered a Regular Inspection.

10-11-3-36 Rubbish

Includes such matter as ashes, cans, metal ware, broken glass, crockery, dirt, sweepings, boxes, wood, grass, weeds or litter of any kind, exclusive of building materials.

10-11-3-37 Single-Service Articles

Cups, containers, lids, closures, plates, knives, forks, spoons, stirrers, paddles, straws, napkins, wrapping materials, tooth-picks, and similar articles intended for one-time, one-person use.

10-11-3-38 Tuberculocidal

The ability to kill the organism which is responsible for tuberculosis.

10-11-3-39 Unfit for Human Habitation

A Guest Room that is dangerous or detrimental to life or health because of the existence on the Premises of an Unsanitary or Unlawful Condition that is likely to cause disease, injury or sickness among occupants of the Guest Room.

10-11-3-40 Unlawful or Unsanitary Conditions

Any conditions that may transmit, generate or promote disease, injury or sickness.

10-11-3-41 Weighted Violations

The point value assigned to each violation cited upon inspection.

10-11-4 Chapter 4: PERMITS

10-11-4-1 Permit Requirements

It shall be unlawful for any Person to operate a Lodging Establishment in Allen County, Indiana, unless the Person is in possession of a valid Permit for each such Lodging Establishment issued by the Health Commissioner, unless otherwise exempted from the provisions of this Ordinance.

10-11-4-2 Permit Availability

All Permits shall be kept on file at the front registration desk and made available immediately upon request in each Lodging Establishment.

10-11-4-3 Application

The application for a Lodging Establishment Permit shall be made to the Health Commissioner on forms provided by the Health Commissioner. Such forms shall show, among other information which may be required by the Health Commissioner, the legal name, address, and telephone number of the Applicant, the name under which said Applicant intends to operate, the address of the Lodging Establishment, the name of the operator, and the number of Guest Rooms in the Lodging Establishment. Said application shall include the signature of the Applicant or his/her authorized representative.

10-11-4-4 Permit Issuance

The original Permit for operation shall be issued subsequent to application and final inspection and upon determination by the Health Commissioner that the owner has complied with all of the applicable provisions of this Ordinance and tendered the appropriate Permit fee as hereinafter specified. Annually, Permits must be renewed in accordance with 10-11-4-5, but annual renewal Permit issuance is not contingent upon an opening inspection. Renewal Permits, however, will not be issued to any establishment which has not submitted payment for all outstanding assessed fines or penalties. If outstanding fines/penalties exist at the time the annual renewal Permit application is received, the Lodging Establishment will be given two (2) business days to make payment of all existing outstanding fines/penalties. If the fines/penalties are not paid within those 2 business days, the Lodging Establishment will be issued a tentative Notice of Closure and afforded an administrative hearing within three (3) business days. If the hearing officer determines that a closure is warranted for failure to pay the outstanding fines/penalties, the Permit for the Lodging Establishment will be suspended and the Lodging Establishment will be ordered to cease operations immediately until all fines/penalties are paid in full and written approval from the Department to resume operations has been granted.

10-11-4-5 Term

The Permit for a Lodging Establishment shall be for a term of 1 year beginning upon the date of issue. Said Permits shall be renewed annually on or before the 15th day of the anniversary month. However, if the 15th day of the anniversary month falls on a weekend or government-recognized holiday, the Owner will be given until the following business day to renew the Permit without late fees being assessed. The anniversary month is considered the month in which the original permit for the establishment was issued. Renewal of the Permit means the Owner shall submit a new Permit application and remit all required annual fees as specified in 10-11-5-1.

10-11-4-6 Newly-Constructed Lodging Establishments

All Lodging Establishments constructed after the effective date of this Ordinance must be in compliance with all standards prior to opening for business and obtaining a Permit. The Owner of a newly-built Lodging Establishment shall apply for a Permit and will be able to operate once the Lodging Establishment is compliant with this Ordinance.

10-11-4-7 Permit Renewal

Should any Owner fail to obtain the Permit prior to the opening of the Lodging Establishment for business, or should any Owner fail to renew his/her Permit on or before the 15th day of the anniversary month of said Permit, then said annual fee shall be 125% of the annual fee set forth herein for that particular Lodging Establishment. Nothing in this section shall prevent the Health Commissioner from exercising any other of his/her rights and/or duties regarding suspension of the Permit with regard to any Lodging Establishment.

10-11-4-8 Permit Not Transferable

No Permit issued to any Owner under this Ordinance shall be transferable. Upon change of location or Owner, all existing Permits become void. Any new Owner taking over a continuously operating Lodging Establishment shall be entitled to a nonrenewable probationary Permit.

10-11-4-9 Probationary Permit

- (A) The probationary Permit will be issued at the time the new Owner makes application for an annual Lodging Establishment Permit and pays the Permit fee.
- (B) The probationary Permit will be valid for a period of 90 days which shall commence on the date of application (or date of actual ownership change, whichever is earlier), and shall not be subject to any extensions.
- (C) The new Owner must obtain his/her/its annual Permit within the 90 day probationary period or its Permit will be suspended (resulting in the closure of the Lodging Establishment). In addition, the annual Permit will only be issued after the Owner has complied with all of the applicable code requirements.
- (D) The annual Permit issued prior to the expiration of the 90 day probationary period shall have as its anniversary date, the original date of application (or date of actual Ownership change, whichever is earlier) for the probationary Permit.

10-11-4-10 Lapse of Permit

Each Permit issued hereunder shall automatically lapse and be void and of no further force or effect unless the Owner actually begins operations under said Permit within a time period which is equal to 25% of the life of the Permit issued.

10-11-4-11 Building, Zoning, and Fire Codes

All Lodging Establishments must fully comply at all times with all local and state Building, Zoning and Fire codes as well as with this Ordinance. Failure of any Owner to fully comply with any applicable Building, Zoning, and Fire codes or any provisions of this Ordinance shall be the basis for the suspension of any Permit issued hereunder.

10-11-5 Chapter 5: PERMIT FEE

10-11-5-1

Prior to the issuance of any initial Permit, each Applicant or Owner shall first tender to the Department a fee of \$150 for each Lodging Establishment. Permits must then be renewed annually in accordance with 10-11-4-4 and 10-11-4-5. If a Lodging Establishment fails to renew its permit as required herein, the establishment's Permit may be suspended under 10-11-8-2(c).

10-11-6 Chapter 6: MINIMUM SANITATION STANDARDS

10-11-6-1 Lobby, Halls, Stairs, and Vending Areas

- (A) Ice and vending machine locations shall have adequate ventilation and at least 10 foot-candles of light at 30 inches above the floor.
- (B) Floors, walls, ceilings, windows (as well as covers for all), railings, and ventilation equipment shall be kept Clean and in Good Repair. Carpeting shall be free of excessive stains, holes, rips or odors, normal wear and tear excluded, and maintained in a sanitary, non-defective condition. Ceilings, floors, and wall surfaces shall be maintained without significant spots, stains, flakes, chips, or holes. Any windows capable of being opened shall be screened with tightly-fitting screens maintained in good repair, properly fitted to the opening in conformance with state and local codes and ordinances.
- (C) Furniture, fixtures, draperies, and other accessories shall be Clean and in Good Repair.

10-11-6-2 Lavatories and Baths

- (A) Bathtubs, bath floor/wall tile and surrounds, lavatories, and toilets shall be kept Clean (free of dirt, debris, mold and mildew) and in Good Repair. Bathroom fixtures shall be maintained without significant cracks, chips or stains and they shall be functional.
- (B) Lavatories shall have lighting with a minimum of 20 foot-candles of light at 30 inches above the floor.
- (C) All lavatory and bathing facilities shall include hot and cold running water under pressure with a mixing faucet; a clean, un-stained towel in Good Repair and provided daily for each guest (if none available in the Guest Room), unless the guest provides and uses his/her own towels; and, soap, if provided (new soap for new guests). The lavatory, its handles, faucet, and vanity shall be washed using an all-purpose cleaner and rinsed if the room has been occupied. A hospital-grade, Tuberculocidal EPA-registered disinfectant shall be applied to the lavatory, vanity and tub/shower. All used bath towels, mats, hand towels and wash cloths shall be replaced between guests.
- (D) A sufficient supply of hot water shall be provided at a temperature of no less than 100° F (37.8° C) and no more than 120° F (48.9° C).
- (E) Toilet tissue shall be made available to the guest.
- (F) Floors, walls, ceilings, doors, exhaust fans, outlet covers, and water spray barrier (shower curtains or sliding door) shall be non-absorbent, cleanable, durable, and kept Clean and in

Good Repair. Ceilings, floors, and wall surfaces shall be maintained without significant spots, stains, flakes, chips, or holes, normal wear and tear excluded.

- (G) Refuse containers shall be provided, emptied and cleaned on a daily basis during times of use or on an as needed basis if not in constant use.
- (H) All sewage and other liquid wastes shall be disposed of in a public sewer system or, in the absence of a public sewer system, by a sanitary system of sewage treatment and disposal constructed and operated in accordance with Allen County Code Title 10 Article 4.5, Allen County Private Sewage Disposal, and 410 IAC 6-10, Commercial Onsite Wastewater Disposal Rule.
- (I) Soap furnished in public rest rooms shall be dispensed from approved containers in such a manner that contamination of the contents by individual contact is impossible. Use of bar soap is prohibited. Individual paper towels, rotating towel dispenser or electronic drying device shall be available for public use.

10-11-6-3 Water Supply

- (A) Lodging Establishments shall be required to tap into a publicly supplied water system when said system is located within three hundred (300) feet of the boundary lines of the real estate upon which said Lodging Establishment is located, when said system is adequate to handle an additional tap-in, and when the Owner has direct access to said system or can obtain access to said system by means of easements or other necessary grants of authority. In the case where the Owner does not have direct access to said system, the Owner shall be required to make a diligent and reasonable effort to obtain the necessary easements and/or other grants of authority to obtain access to the system.
- (B) Cross-connections with sewage lines or unapproved water supplies or other potential sources of contamination are prohibited.
- (C) Hot water heating facilities shall be provided. A sufficient supply of hot and cold running water under pressure shall be provided at all times in areas in which water is required for cleaning.
- (D) A sufficient supply of hot water for cleaning purposes shall be provided at a temperature of no less than 100° F (37.8° C).

10-11-6-4 Drinking Water Facilities

- (A) Facilities for the dispensing of drinking water shall be of sanitary design. If drinking fountains are provided, they shall be of angle-jet type.
- (B) Multi-use utensils such as glasses, cups, ice buckets, or ice bucket lids when used, shall be washed, rinsed, and sanitized, and stored and handled in a manner to prevent contamination. When properly fitting disposable food grade liners are provided, ice buckets shall be treated as non-food contact surfaces and shall be washed, using an all-purpose cleaner suitable for food contact surfaces, and rinsed. The lid used with the lined ice bucket shall be washed, rinsed and sanitized. If the lavatory in the room will be used to wash the ice bucket, the lavatory itself must first be washed and sanitized. Submersion of ice buckets and lids during in-place cleaning procedures is not required. Clean glasses shall be individually wrapped or fitted with a Single-Service cap that covers the edge of the glass.
- (C) Ice used for room service shall be manufactured from an approved water supply and shall be stored and handled in a sanitary manner. Ice storage bins shall not be used for any other purpose and shall be kept clean and in good repair. Where ice is made on the Premises, the machines shall be located in a protected place. There shall be a one inch air gap between the ice machine's drip line and waste water drain opening. Scoops shall be provided so

guests or employees can dispense ice in a sanitary manner. Machines, equipment, utensils, and the room or area in which the machines are located shall be kept clean and in good repair. All ice machines for use by guests installed after January 1, 2014 must be the automatic dispensing type versus manual scooping of the ice.

- (D) Employees cleaning ice buckets, ice bucket lids, coffee or tea makers shall wash their hands with soap and warm water immediately prior to cleaning these items.
- (E) Single Service glasses, cups, ice buckets, ice bucket lids, or food grade ice bucket liners may be used, if discarded after each use. Single Service items, including clean disposable towels, shall be stored and handled in a manner to prevent contamination.

10-11-6-5 Guest Room

- (A) The habitable areas of a Guest Room shall have lighting with a minimum of 20 foot-candles of light at 30 inches above the floor.
- (B) Any window capable of being opened shall be screened with tightly-fitting screens maintained in good repair, properly fitted to the opening in conformance with state and local codes and ordinances. Windows and glass doors shall be kept Clean and in Good Repair. Privacy coverings such as shades, draperies or blinds shall be appropriately hung to cover all windows and shall be free of significant stains, holes, rips or odors in excess of normal wear and tear. In the absence of windows, properly maintained and functioning mechanical ventilation and artificial lighting constitutes satisfactory compliance.
- (C) Two sheets shall be provided for each bed and both sheets must be of sufficient size so as to completely cover the mattress and provide a good fit, unless the guest provides and uses his/her own bed linens. Establishment-provided bed linens, including sheets, pillowcases, blankets, bed skirts, and bedspreads, shall be free of excessive stains, holes, tears, or odors, normal wear and tear excluded. The sheets and pillow cases shall be removed from the beds and replaced with freshly laundered sheets and pillow cases after the departure of each guest or shall be changed at least once each week when occupancy exceeds this period, unless the guest provides and uses his/her own bed linens.
- (D) The mattress, box springs, head board, and frame of each bed shall be Clean and in Good Repair. Mattresses and box springs shall be free of excessive stains, holes, tears or odors, normal wear and tear excluded.
- (E) The floors, floor coverings, walls, and ceilings of bedrooms, closets, and storage areas shall be kept Clean and in Good Repair. Ceilings, floors, and wall surfaces shall be maintained without significant spots, stains, flakes, chips, or holes in excess of normal wear and tear. Furniture, fixtures, carpets, and other accessories shall be kept Clean and in Good Repair.
- (F) Coffee and tea makers, microwaves, and refrigerators shall be kept Clean and in Good Repair.
- (G) Refuse containers shall be provided in each room and emptied and cleaned as needed.
- (H) Egress doors for the Guest Room shall have working locks.

10-11-6-6 Storage and Laundry Facilities; Housekeeping and Safety; Pets

- (A) Storage rooms or cabinets shall be provided for all supplies, linens, and equipment.
- (B) Clean linen and supplies shall be stored in cabinets, or on shelves in linen and supply storage rooms. Cabinets, shelves, and storage rooms shall be constructed to facilitate cleaning and kept clean.
- (C) Soiled linen shall be handled and stored so as not to come in contact with clean linen.
- (D) A separate storage area shall be provided for building and ground maintenance equipment and supplies.

- (E) All containers of chemical, cleaners, solvents, and insecticides shall bear the instructions and precautions for usage as prescribed by the manufacturer with safety data sheets available upon request. All chemicals shall be kept isolated from guests and stored as to prevent contamination of clothing, utensils, toweling, and bedding materials. All application of chemicals shall be in accordance with the manufacturer's recommendations for preventing a hazard to guests and employees.
- (F) Items on housekeeping carts shall be arranged in a manner to prevent cross-contamination between soiled and cleaned items. Housekeeping carts shall be kept Clean and stored in a Clean area.
- (G) The Owner of a Lodging Establishment shall establish and enforce rules designed to prohibit or control pets within a Lodging Establishment. No guest shall allow his/her pet to run at large or create a nuisance.

10-11-6-7 Premise Maintenance and Disposal of Refuse

- (A) All Refuse shall be collected and stored in covered dumpsters in such a manner as not to create a nuisance. Refuse storage dumpsters shall be emptied at least once weekly or as frequently as may be necessary by an approved Refuse collector company so as to prevent overflow. Lodging Establishments utilizing trash compactors shall empty the units at intervals necessary so as to prevent overflow. Dumpsters shall be kept in Good Repair.
- (B) Outdoor Refuse storage dumpsters shall be placed on a non-absorbent surface, such as concrete or asphalt. The area around the outdoor Refuse storage dumpsters and compactors shall be kept Clean and free of debris and residue. The lids on all Refuse dumpsters must be kept in Good Repair and closed at all times when Refuse is not being placed into the containers.
- (C) There shall be no fly- or mosquito-breeding places, rodent harborages, or un-drained areas on the Premises. The Premises shall be kept neat and Clean. Rubbish, litter and other items not used in the operation of the Lodging Establishment shall not be permitted to accumulate on the Premises.
- (D) Swimming pools and spas which have not been maintained so as to prevent the growth of plant organisms or the development of insect eggs or larvae for fourteen (14) consecutive days or more, shall be completely drained and kept free of standing water and debris or tightly covered, so as to prevent the collection of rainwater. Swimming pools which are not kept free of standing water or debris for fourteen (14) days or more shall be considered abandoned. Abandoned swimming pools shall be demolished and filled with a non-aqueous material to the grade of adjacent land within thirty (30) days of establishment abandonment.
- (E) Facilities shall be provided for the washing and storage of Refuse containers, mops, mop buckets, mop wringers, and any other equipment used in the cleaning of the Lodging Establishment. Cleaning facilities shall include combination faucet, hot and cold water, hose bib with a backflow prevention device, and curbed impervious pad sloped to drain or other equivalent facilities or methods.

10-11-6-8 Insect and Rodent Control

Every Lodging Establishment shall be constructed and equipped so as to prevent the entrance, harborage, or breeding of flies, cockroaches, bed bugs, rats, mice, and all other insects and vermin, and specific means necessary, such as cleaning, renovation or Extermination, for the elimination of such pests shall be used. Upon determination of a bed bug or other pest/rodent infestation, rooms on both immediate sides and immediately above and below the affected room(s) as well as any other affected rooms that are identified must be chemically-treated by a State of Indiana-

licensed pest management professional or heat-treated by trained personnel. The bodies of dead pests and excrement from live and dead pests shall be removed immediately.

10-11-6-9 Guest Room Kitchens

- (A) Cooking by guests in Guest Rooms that have not been equipped with kitchens or efficiency-type kitchen facilities which do not conform to the applicable building and fire code is prohibited.
- (B) Kitchen-equipped Guest Rooms shall have:
 - 1. A sink (separate from the lavatory sink) suitable for dishwashing with hot and cold water. Sinks and fixtures shall meet applicable building code and must receive prior approval before use from the Building and Fire Departments as applicable.
 - 2. All refrigerators must be kept Clean, in Good Repair, and able to keep foods cold.
 - 3. Utensils and equipment, if supplied, shall be easily cleanable, durable, and kept in Good Repair.
 - 4. Unclean utensils, dishes, pots and pans supplied in Guest Rooms shall be washed, rinsed, and sanitized after each occupancy.

10-11-6-10 Employees

- (A) All Employees shall thoroughly wash their hands and the exposed portions of their arms with soap and warm water before starting work, during work as often as necessary to keep them clean and after smoking, eating, drinking, taking out the trash or using the toilet.
- (B) Employees shall keep their fingernails clean.
- (C) Employees shall maintain a high degree of personal cleanliness, including their clothing, and conform to other good hygienic practices.
- (D) Employees with open wounds on hands and exposed portions of the arm shall have those areas covered with an impermeable cover AND then covered with a second layer like a glove or long sleeved shirt.

10-11-7 Chapter 7: INSPECTIONS, FINES, GRADING, RE-INSPECTIONS, RECORDS

10-11-7-1 Frequency of Regular Inspections

The Department shall conduct a Regular Inspection of each Lodging Establishment at least once a year or more frequently if determined necessary by the Health Commissioner.

10-11-7-2 Fines

Fines shall be assessed to the Lodging Establishment for non-compliance with the minimum sanitation standards set forth in 10-11-6-1 through 10-11-6-10 discovered during a Regular Inspections. Fines shall be assessed in accordance with the schedule denominated in Annex A. Fines shall be paid by the Owner to the Department within ten (10) business days of the issuance of the written order to the Owner and must be paid via cash, money order or certified check. The Lodging Establishment shall also pay an additional fee of five dollars per day (\$5/day) for each day the fines are not paid past the original tenth (10th) business day. If the payment of the fines and/or late fees is not received prior to the date established for Permit renewal, the Permit for the Lodging Establishment will not be renewed.

If a Lodging Establishment receives an "A" score as a result of the Regular Inspection but fines are assessed due to deficiencies identified, as long as the violations are corrected within ten (10)

days of the inspection, the fines will be waived. If the violations that caused the fines to be assessed are not corrected within ten (10) days of the inspection, the fines must be paid in full within the next ten (10) business days.

10-11-7-3 Grading

The grading of Lodging Establishments shall be based upon a grading scale that assesses and measures the adherence to the minimum sanitation standards set forth in 10-11-6-1 through 10-11-6-10.

10-11-7-4 Grading Scale

The sanitation grading of all Lodging Establishments shall be based on a system of scoring wherein all Lodging Establishments receiving a score of at least 90 percent shall be awarded Grade A; all Lodging Establishments receiving a score of at least 80 percent and less than 90 percent shall be awarded Grade B; all Lodging Establishments receiving a score of at least 70 percent and less than 80 percent shall be awarded Grade C; and all Lodging Establishments receiving a score of 69 percent or below shall be awarded Grade F.

10-11-7-5 Public Display of Grade Card

Whenever a Regular Inspection of a Lodging Establishment occurs, the Health Commissioner shall remove the existing Grade Card (unless it is the original inspection of the establishment) and issue a new Grade Card. Prior to the Health Commissioner leaving the facility after inspection, the Owner will prominently display the most current Grade Card issued by the Health Commissioner at the front registration desk/area where it may be readily observed by the public upon entering the facility. The Owner shall be responsible for ensuring the Grade Card remains posted at the Health Commissioner's designated location at all times. Tampering with, counterfeiting or removing Grade Cards or Closure Notices carries an automatic fine of \$150 and may result in further legal action as warranted.

10-11-7-6 Owner-Requested Inspections for Expedited Grade Re-Evaluations

When a Lodging Establishment Owner requests an expedited inspection for the purpose of raising the alphabetical Grade from a lower to higher Grade following a Regular Inspection and grade issuance, and the Lodging Establishment currently has a valid Permit, the Owner shall pay a re-inspection fee of \$50 to the Department. After the re-inspection fee is paid, an unannounced inspection shall occur within ten (10) days from the date of payment. This inspection shall occur at the discretion of the Health Commissioner during the Lodging Establishment's normal hours of operation. The Grade resulting from the Owner-requested inspection shall be considered the final Grade, regardless of whether or not the Grade resulting from the Owner-requested inspection receives a higher score than the original inspection. The Owner may only request an inspection for the purpose of raising the alphabetical Grade from a lower to a higher Grade one time per calendar year.

10-11-7-7 Re-Inspection for Violation Compliance

During any inspection of the facility, a written report documenting any violations or needed corrections along with the appropriate correction timeframe will be completed and provided to the facility. Critical Violations must be corrected within ten (10) days. Non-Critical Violations must be corrected within the time frames noted on the inspection report. All violations must be corrected

within the timeframes given. A re-inspection shall occur via unannounced inspection to ensure all violations have been corrected within the required timeframes. If the Critical Violations have not been corrected by the correction timeframe given, the Health Commissioner may require an administrative hearing for willful non-compliance under 10-11-8-2(c).

Corrections made of all violations documented on the previous inspection shall be noted on the existing grade card, but no new grade or grade card will be assigned/provided until the next Regular Inspection occurs.

Prior to the Health Commissioner leaving the facility after re-inspection, the Owner will prominently display the most current Grade Card issued by the Health Commissioner at the front registration desk/area where it may be readily observed by the public upon entering the facility.

10-11-7-8 Re-Inspection after Closure

If Lodging Establishment, or any part thereof, is ordered to be closed due to an Imminent Health Hazard or ordered to close following a hearing, it will be ordered to cease operations immediately or close the designated Guest Room(s), as applicable, until a re-inspection of the Premises and/or affected Guest Room(s) has occurred and written approval from the Health Commissioner to resume operations has been granted.

If a Lodging Establishment is closed under Section 10-11-8-2, it must remain closed until at least the next day. Establishments may not request a re-opening inspection under this chapter until at least 8:00 a.m. the following business day and not until all cited violations have been properly corrected. Re-opening inspections will be conducted within one (1) business day of the request for the re-opening inspection.

Prior to the Health Commissioner leaving the facility after the re-opening inspection, the Owner will prominently display the most current Grade Card issued by the Health Commissioner at the front registration desk/area where it may be readily observed by the public upon entering the facility.

10-11-7-9 Complaint Inspections

The Department shall investigate complaints regarding the Lodging Establishment received from the public or other agencies. No grades or fines shall be issued during a Complaint Inspection. There are some circumstances during which a Regular Inspection may occur in conjunction with a Complaint Inspection. If this occurs, the two inspections shall be documented separately.

10-11-7-9 Authority to Inspect and Copy Records

The Owner shall, upon the request of the Health Commissioner, permit access to all areas of the Lodging Establishment and shall permit inspection of, access to, and the copying of any and all records relating to the proof of Lodging Establishment Ownership, as well as any and all records relating to pest control and overall sanitation of any said Lodging Establishment.

10-11-8 Chapter 8: VIOLATIONS

10-11-8-1 Procedure When Violations Are Noted

- (A) If, during an inspection of any Lodging Establishment, the Health Commissioner discovers the violation of any provision of Allen County Code, Title 10, Article 11, he/she shall issue a written order listing such violations, the fine amount for each violation (See Annex A) and the remedial action(s) to be taken with a correction date listed in accordance with 10-11-7-7. A copy of said order shall be delivered to the Owner by hand-delivering the report to him/her/it on-site by mailing the notice by Certified Mail to the address listed by the Owner as his/her/its mailing address on the Permit application, or by electronic means, such as facsimile or electronic mail. If at any point following the inspection the permittee feels they have not received the report or would like an additional copy, the permittee may request an additional copy of the report by contacting the Department and they may request delivery by any means stated above.
- (B) A copy of the written order shall be filed in the records of the Department after appropriate review by supervisory personnel.
- (C) The Supervisor of the inspecting division shall have approval authority on all Lodging Establishment inspection orders and related documents, including the right to make changes as deemed necessary to ensure accuracy and consistency.
- (D) CLOSURE OF GUEST ROOMS: If any Guest Room is deemed unfit for human habitation, the Guest Room shall not be occupied until the conditions causing it to be unfit are remediated.
- (E) Follow-up inspections to ensure compliance will occur as specified in Section 10-11-7-7.

10-11-8-2 Permit Suspension/Closure

The Health Commissioner may order the immediate suspension of the Permit issued for a Lodging Establishment for the following reasons:

- (A) Whenever the Health Commissioner, or his/her authorized representatives, find unsanitary or other conditions, involving the operation of the Lodging Establishment which, in his/her reasonable belief, constitutes an Imminent Health Hazard, he/she shall, without notice or hearing, issue and serve a written order upon the Owner requiring the immediate closure of its operations or of designated Guest Rooms, shall cite the existence of said unsanitary condition(s) and shall specify the corrective action(s) to be taken.
- (B) Interference with the Health Commissioner, or his/her authorized representatives, in the performance of his/her duties. Interference shall be defined as the process of obstructing, hampering or blocking the Health Commissioner in the performance of his/her duties.
- (C) As a result of the willful and/or continuous violation of any provision of this Ordinance following an administrative hearing as set forth in 10-11-8-5.

10-11-8-3

Permit suspensions ordered under 10-11-8-2(A) & (B), shall be effective immediately and require closure of the entire facility unless otherwise noted. Upon written request to the Health Commissioner, the Owner shall be afforded an administrative hearing on the next business day as set forth in 10-11-8-4. Following a Permit suspension herein, Lodging Establishments must be re-inspected to ensure compliance and given written authorization to re-open as provided for in 10-11-7-8.

10-11-8-4 Administrative Hearings

- (A) Hearings required or requested under this Ordinance shall be held only upon at least ten (10) days written notice to the Owner of time, place and nature thereof unless a hearing is requested by the establishment Owner pursuant to 10-11-8-3. The notice of hearing shall be served upon the Owner by leaving or mailing by Certified Mail the notice to the address listed on the Permit application as the Owner's mailing address or such other address as the Owner shall designate in writing to the Health Commissioner.
- (B) At any hearing conducted under this Ordinance, every person who is a party to such proceedings shall have the right to submit evidence, to cross-examine witnesses and to be represented by legal counsel. All such hearings shall be conducted in an informal manner, but irrelevant, immaterial or unduly repetitive evidence may be excluded.
- (C) Upon the conclusion of such hearing, the Health Commissioner shall enter a final order, subject to the right of appeal in accordance with 10-11-8-5.

10-11-8-5 Appeal

- (A) Any Owner aggrieved by any order of the Health Commissioner shall be entitled to a review of the order before the Board by filing a written request therefore with the Secretary of the Board (Health Commissioner) within fifteen (15) days after such order is issued.
- (B) Upon the Health Commissioner's receipt of such request, the Board shall hear the matter de novo in an open hearing after at least ten (10) days written notice of the time, place and nature thereof. (The Health Commissioner and Owner may agree to a shorter period of time, if requested by either party.) The notice shall be issued by Health Commissioner to the Owner filing the request.
- (C) The notice of hearing shall be served upon the Owner by leaving or mailing by Certified Mail the notice to the address listed on the Permit application as the Owner's mailing address or such other address as the Owner shall designate in writing to the Secretary of the Board.
- (D) At such hearing, the same rules of procedure shall apply as in the case of the hearing before the Health Commissioner; provided, that upon written request by the Owner, the Board shall cause the proceedings before it to be recorded by a reporter employed for such purpose, and the same, together with all papers and documents filed therein, shall, at the request of either party be reproduced by said Board in the form of a transcript, a copy of which shall be available to any party.
- (E) The expense of such proceedings shall be charged to the Owner who applied for the review, except that copies of transcripts shall be at the expense of the party requesting the same. At the time the transcript is requested, the Board may require the Owner to pay a deposit in an amount determined by the Board to be necessary to secure such expense(s).
- (F) The Board shall make written findings of facts and shall enter its final order or determination of the matter in writing.

10-11-9 Chapter 9: ENFORCEMENT

10-11-9-1 Enforcement

It shall be the duty of the Health Commissioner to enforce the provisions of this Ordinance. Any Permit issued in conflict with the provisions of this Ordinance shall be null and void. A violation

of an order issued by the Health Commissioner or Board shall be considered to be a violation of this Ordinance.

10-11-9-2 Violations

Whenever the Health Commissioner determines that any Lodging Establishment Owner is in willful violation of any of the provisions of this Ordinance, the Health Commissioner shall furnish evidence of said willful violation to the attorney for the Board who shall seek all appropriate legal remedies against the person(s) violating said provisions of this Ordinance.

10-11-9-3 Penalty

In addition to any fines provided for in 10-11-7-2, any person who willfully violates any of the provisions in this Ordinance shall be subject to a fine of not more than five hundred dollars (\$500) for each violation. Each day of the existence of any violation of this Ordinance shall be considered a separate offense.

10-11-9-4 Injunction

The Health Commissioner may bring an action for an injunction or other appropriate remedy in the Circuit or Superior Court of Allen County, Indiana, to restrain any person from violating the provisions of this Ordinance, to cause such violation(s) to be prevented, abated or removed, or to seek enforcement of orders issued by the Health Commissioner.

10-11-9-5 Expense

Any person violating any of the provisions of this Ordinance shall be liable to the Fort Wayne - Allen County Department of Health for the expense, loss or damage occasioned by reason of such violation, including reasonable attorney's fees and costs.

10-11-9-6 Cumulative

The remedies provided in this section shall be cumulative, and not exclusive, and shall be in addition to any other remedy provided by law.

10-11-10 Chapter 10: MISCELLANEOUS

10-11-10-1 Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

10-11-10-2 Severability

Invalidity of any section, clause, sentence or provision of this Ordinance shall not affect the validity of any other part of this Ordinance.

10-11-11 Chapter 11: EFFECTIVE DATE

10-11-11-1

This Ordinance was passed this 5th day of May, 2017.

Annex A

Critical Violations	Ordinance Section	In # of Rooms	Fine
Permit not available for viewing.	10-11-4-2		\$50
Removal of, tampering with or counterfeiting grade card.	10-11-6-4		\$150
Hot and cold water provided under pressure with proper hot water temperature (100° - 120° F).	10-11-6-2 (C & D)	1 – 3	\$25
		4 – 6	\$50
		7 – 9	\$75
		10 – 12	\$100
		13 & more	\$125
Sewage and other liquid waste disposed of by approved methods.	10-11-6-2 (H)	1 – 3	\$25
		4 – 6	\$50
		7 – 9	\$75
		10 – 12	\$100
		13 & more	\$125
Not meeting Water Supply section standards.	10-11-6-3		\$100
Not meeting Drinking Water section standards.	10-11-6-4		\$100
Linen properly handled and stored. Soiled linen not in contact with clean linen.	10-11-6-6		\$50
Refuse containers covered, kept clean and in good repair. Refuse not overflowing. Refuse area kept clean.	10-11-6-7 (A)		\$25
Rubbish, litter, and other items not permitted to accumulate on the premises. No mosquito or fly breeding or rodent harborage areas on the premises.	10-11-6-7 (C)		\$25
Exterior swimming pool and spa maintained or properly covered.	10-11-6-7 (D)		\$25
No live flies, cockroaches, bed bugs, rats, mice, or any other insects or vermin present in the lodging establishment.	10-11-6-8	2 – 3	\$100
		4 – 6	\$125
		7 – 9	\$150
		10 – 12	\$175
		13 & more	\$200
Not meeting Employees section standards.	10-11-6-10		\$100

Ordinance originally adopted 11-1-13 by Ordinance #11-01-13-11

Ordinance amended 5-5-17 by Ordinance #05-05-17-06