ORDINANCE NO. 8371-2019

AN ORDINANCE AMENDING TITLE XV (LAND USAGE), CHAPTER 154 (PROPERTY MAINTENANCE CODE), SECTIONS 154.40 THROUGH 154.55 (CRIME FREE HOUSING) OF THE REVISED CODE OF ORDINANCES OF BELLEVILLE, ILLINOIS, AS AMENDED, BY AMENDING PORTIONS OF SECTIONS THEREOF

THE CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.


BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVILLE, ILLINOIS:

Section 1. That Section 154.46 is hereby amended by repealing Section 154.46 in its entirety, and substituting in lieu thereof the following:

§ 154.46 RENTAL PROPERTY REGISTRATION FORM.

(A) It shall be unlawful for any owner, landlord or managing agent, as defined herein, to lease or operate a rental property without first registering it with the Director of Health and Housing and complying with the provisions of this subchapter, together with other applicable codes and ordinances of the city.

(B) (1) Within 30-7 days of any change of ownership, landlord or managing agent of a rental property, the new owner shall re-register the property as such by completing the rental property registration form as provided by the Health and Housing Department.

(2) A change of ownership shall include any change in ownership rights, including execution of a contract for deed, whether recorded or not.

(C) The registration of rental property(ies) shall expire on November 1 of each year, and must be renewed by October 31 of each year. The annual registration fee shall be $30 per rental unit; provided, however, that such annual registration fee shall increase to $60 per unit if not paid in full by November 15th.

(D) No owner shall be allowed to register any property if the owner has outstanding fees, fines, liens or judgments due and owing to the city.
(E) Registration may be denied by the city as provided in this subchapter. If registration is denied or revoked, the city shall notify the owner, landlord or managing agent as applicable, in writing, of the denial and the reasons therefor, and provide an opportunity to appeal the decision pursuant to this subchapter.

(F) Registration, or renewal thereof, shall not be allowed if the owner fails to comply with this and/or all other applicable city ordinances.

Section 2. That Section 154.48 is hereby amended by repealing Section 154.48 in its entirety, and substituting in lieu thereof the following:

§ 154.48 LOCAL AGENT REQUIRED.

(A) The owner, owner designee, local landlord or managing agent of any rental unit covered by this subchapter shall be available to respond to a non-emergency situation if requested within 24-8 hours. If an exigent response is required, as determined by the Police Department, the owner, owner designee, local landlord or managing agent of any rental unit covered by this subchapter shall be available to respond within 2 hours.

(B) This requirement may be met by maintaining an operating business or owner residence within 50 miles of the city, or by use of a local landlord or managing agent who resides within 50 miles of the city, either of whom can be contacted on a 24-hour basis.

(C) If a local landlord or managing agent is used, the owner shall identify the landlord or managing agent on the rental property registration form. Within 7 days of any change of landlord or managing agent of a rental property, the owner shall re-register the property as such by completing the rental property registration form.

(D) A post office box, e-mail address, mailing address or long-distance toll free (e.g., 800 numbers) shall not be deemed sufficient to meet the provisions of this section.

Section 3. That Section 154.50 is hereby amended by repealing Section 154.50 in its entirety, and substituting in lieu thereof the following:

§ 154.50 RENTAL AGREEMENT ADDENDUM.

(A) (1) An owner, landlord and/or managing agent must be cognizant of the public health, safety and welfare of the neighborhood and its citizens.

(2) In order to preserve this trust, the owner, landlord and/or managing agent must have all available information regarding a prospective tenant’s criminal activity prior to making a decision to rent to the prospective tenant.
(3) Therefore, all owners, landlords and/or managing agents shall conduct a U.S. comprehensive criminal search prior to executing a rental agreement.

(4) A signed copy of the U.S. comprehensive criminal search verification and a signed copy of the crime-free rental agreement addendum, in a form provided by the Health and Housing Department, must accompany the rental agreement when the tenant obtains the occupancy permit. The addendum and verification form will be kept on file at the city’s Health and Housing Office.

(5) The U.S. comprehensive criminal search verification form below and the crime-free rental agreement addendum form below will be available for the owner, landlord, and/or managing agent’s use at the city’s Health and Housing office or on its website.

(B) (1) The tenant acknowledges that the city has enacted a crime-free housing ordinance, and in addition to all other terms of the rental agreement, owner/landlord/managing agent and tenant agree as follows. The tenant, any occupant or member of the tenant’s household, any guest or any other person or persons associated with the tenant or his or her household, at or near the leased premises (rental unit), common areas or appurtenances:

   (a) Shall not commit any act or omission that would constitute a felony or a Class A misdemeanor under state law;

   (b) Shall not engage in any act intended to facilitate the commission of any act or omission that would constitute a felony or a Class A misdemeanor under state law;

   (c) Shall not use or permit the use of the leased premises (rental unit) for the commission of any act that would constitute a felony or a Class A misdemeanor under state law; and/or

   (d) Shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises (rental unit) which is the responsibility of the tenant or relate to the conduct of the tenant.

(2) Any violation of the above provisions shall be a material and irreparable violation of the rental agreement and good cause for immediate termination of tenancy and recovery of the leased premises (rental unit). Unless otherwise provided by law, proof of a violation shall be established by a preponderance of the evidence.

(3) In case of conflict between the provisions hereof and any other provisions of the rental agreement, the provisions of this addendum shall govern to the extent permitted by applicable law.

(4) This addendum is incorporated into the rental agreement executed or renewed this day between the owner/landlord/managing agent and the tenant.

(5) The addendum must include the address of the rental unit. It must also be signed and dated by the owner/landlord/managing agent and all tenants/occupants of age 18 or older.

Section 4. That Section 154.52 is hereby amended by repealing Section 154.52 in its entirety, and substituting in lieu thereof the following:
§ 154.52 COMPREHENSIVE CRIMINAL SEARCH.

(A) All owners, landlords and/or managing agents shall complete and submit a U.S. comprehensive criminal search verification form provided by the Health and Housing Department along with the lease or rental agreement when the tenant obtains the occupancy permit. This form must also be completed and submitted before permission will be granted to add a person to the occupancy permit.

(B) This form shall include the following:

1) A thorough U.S. comprehensive criminal search for the past seven years including all known addresses, and including nationally recognized sex offender registration websites has been conducted by (name of company/individual performing search) on (date) on the following persons who will reside at (address):
   a) Name, birthdate;
   b) Name, birthdate; and
   c) Name, birthdate.

2) The quotation: "In compliance with § 154.53 of the city code of ordinances, I have reviewed all U.S. Comprehensive Criminal Searches of all individuals eighteen (18) years of age and older prior to executing the Rental Agreement";

3) Signature of owner/landlord/managing agent; and

4) Title of owner/landlord/managing agent.

Section 5. That conflicting Ordinances or pertinent portions thereof in force the time this takes effect are hereby repealed.

Section 6. Should any portion of this Ordinance be declared void or unenforceable by any court of competent jurisdiction, such ruling shall not affect the validity of the surviving portions of this section.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED by the City Council of the City of Belleville, Illinois, on this 16th day of September, 2019 on the following roll call vote:

<table>
<thead>
<tr>
<th></th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Hazel</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ken Kinsella</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Jane Pusa</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Carmen Duco</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Kent Randle</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Scott Ferguson</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Johnnie Anthony</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Raffi Ovian</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Page 4 of 5
Ed Dintelman
Michelle "Shelly" Schaefer
Chris Rothweiler
Dr. Mary G. Stiehl
Dennis C. Weygandt
Phil Elmore
Roger Wigginton
Roger W. Barfield

APPROVED by the Mayor of the City of Belleville, Illinois this 17th day of September, 2019.

ATTEST:

MARK W. ECKERT, MAYOR

JENNIFER GAIN-MEYER, CITY CLERK