

ORDINANCE 2010 - 54

BE IT ORDAINED by the City Council of the City of Mt. Vernon, Illinois that the Revised Code of Ordinances be and the same is hereby amended by adding an Article 10 A "Housing Code for Non-Owner Occupied Dwellings" which Article 10 A shall read as provided with Article 10 A attached to this Ordinance.

BE IT FURTHER ORDAINED that the City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form; this Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law as provided within said Article 10 A.

PASSED by the City Council of the City of Mt. Vernon, Illinois this 6th day of December, 2010.

APPROVED by the Mayor of the City of Mt. Vernon, Illinois this 6th day of December, 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

Published in pamphlet form this _____ day of _____, 2010.

City Clerk

**ARTICLE 10A
HOUSING CODE
FOR NON-OWNER OCCUPIED DWELLINGS**

10-1: LEGISLATIVE FINDINGS OF FACT:

It is hereby found and declared there exists in the City, premises used, designed, or intended for human habitation which are, or may become in the near future, substandard with respect to structure, equipment or maintenance, and further that such conditions together with inadequate provisions for light and air, insufficient protection against fire hazards, lack of proper heating, unsanitary conditions and overcrowding constitute a menace to the health, safety, morals, welfare and reasonable comfort of its citizens. It is further found and declared that the existence of such conditions, factors, or characteristics has created and will continue to create, slum and blighted areas requiring large scale clearance, and further that in the absence of corrective measures, such areas will experience a deterioration of social values, a curtailment of investment and tax revenues, and an impairment of economic values. It is further found and declared that the establishment and maintenance of minimum housing standards are essential to the prevention of blight and decay and the safeguarding of public health, safety, morals and welfare.

****This section establishes the broad purpose of the code – to protect the public health, safety and welfare in rental properties. This ordinance is intended to provide requirements addressing the public health, safety and welfare as they relate to the use and maintenance of non-owner occupied dwellings. This ordinance requires existing structures and premises that are not in compliance with the ordinance to be altered or repaired to meet the ordinance. The ordinance requirements are intended to represent the minimum acceptable level of public health and safety.***

The building official charged with the administration and enforcement of ordinance regulations has a great responsibility, and with this responsibility goes authority. No matter how detailed the code may be, the building/fire official must exercise judgment in determining code compliance. He or she is responsible for assuring that the homes in which the citizens of Mount Vernon reside are maintained to be reasonably free from hazards associated with the buildings use. The position of the building or fire code official is to review the proposed and completed work and to determine whether the rental dwelling conforms to the ordinance requirements.

During the course of the inspection of the building, the building or fire code official shall review and make certain that the intent and letter of the law are being met and that the structure will provide adequate protection for the health, safety and welfare of the users. As a public servant, the building or fire official enforces the code in an unbiased, professional and honest manner. Every individual is

guaranteed equal enforcement of the code.

10-2: PURPOSE OF HOUSING CODE:

The intent and purpose of this Article is to protect the public health, safety and the general welfare of the citizens of the City of Mt. Vernon. These general objectives include, among others, the following specific purposes:

1. To protect the character and stability of residential areas within the City of Mt. Vernon.
2. To provide minimum standards for heating and sanitary equipment necessary to the health and safety of occupants of buildings.
3. To provide facilities for light and ventilation, necessary to health and safety of occupants of buildings.
4. To prevent additions or alterations to existing dwellings that would be injurious to the life, health, safety or general welfare of the occupants of such dwellings or neighboring properties.
5. To provide minimum standards for the maintenance of existing residential buildings to prohibit unsuitable residential housing.
6. To preserve the taxable value of land and buildings throughout the City.
7. To fix responsibility and duties of owners, operators, agents, and occupants of dwellings, dwelling units, rooming houses, multiple dwellings, and rooming units unfit for human habitation.
8. To fix penalties for the violations declared to be remedial and essential to the public interest.

It is the intent of this Article that each provision of this Article shall be liberally constructed to effectuate the purposes as stated above.

Nothing in this Article shall be deemed to abolish or impair existing remedies of the City of Mt. Vernon or its officers or agents relating to the removal or demolition of any buildings which are deemed to be dangerous, unsafe or unsanitary or the abatement of any nuisance.

****The purpose of this ordinance is to protect the public health, safety and welfare in rental dwelling properties. There are four specific areas to be addressed in greater detail in subsequent sections:***

- ***Establishing minimum maintenance standards for such elements as basic equipment, light, ventilation, heating, sanitation and fire safety.***
- ***Fixing responsibility among owners, operators and occupants for following the ordinance.***
- ***Regulating the use of rental properties and premises.***

- ***Providing for administration, enforcement and penalties.***

These categories provide communities with tools to reduce risks created by deteriorated or unsafe buildings used for rental properties and to help communities upgrade and maintain other existing structures.

10-3: APPLICABILITY TO ALL DWELLINGS:

Each building or premises, or any part thereof, used, designed, or intended to be used for any non-owner occupied dwelling purpose, except temporary housing, shall, subject to the provisions of Section 10-11 C and D, comply with the provisions of this Article, irrespective of when such building shall have been constructed, altered or repaired; and irrespective of any permit or license which shall have been issued for that construction or repair of the building, or for the installation or repair of equipment or of the facilities prior to the effective date this Article. This Article establishes minimum standards (except as provided in section 10-4 of this Article) required to be met at all times for the use of dwellings, building facilities, and equipment.

****This ordinance applies to all residential dwelling units that are not owner-occupied, i.e. rental units, within the city limits of Mt. Vernon.***

10-4: CONFLICT WITH OTHER ORDINANCES:

In any case where a provision of this Article is found to be in conflict with a provision of any zoning, building, electrical, plumbing, fire, safety, or health ordinance, or regulation of the City regulating existing buildings, the provision which established the most restrictive standard shall prevail, except that the provisions of this Article 10A shall, with regard to non-owner occupied dwellings, supersede the provisions of Article 10.

****When a conflict appears between this ordinance and any other ordinance or code the more stringent of the two shall apply.***

10-5: CONFLICTS OF PERMITS AND LICENSES:

All departments and officials of the City having the duty or authority to issue permits or licenses in regard to the construction, installation, or repair of dwellings, dwelling units, rooming houses, rooming units, multiple dwellings, equipment, or facilities, shall conform to the provisions of this Article and no such permit or license shall be issued, if such would be in conflict with this Article. Any permit not authorized to be issued shall be subject to revocation.

10-6: DEFINITIONS:

ACCESSORY STRUCTURE: A detached structure which is not used and not intended to be used for living or sleeping by human occupants and which is located on the same

premises as a principal structure and the use of such accessory structure is incidental to the principal structure.

****As it applies to the ordinance, this term describes structures that are designed for accessory use to rental properties. These structures are commonly used as garages, carports, cabanas, storage sheds, tool sheds, play houses and gardens structures. The structures all house uses that are incidental to the primary use, which is the dwelling unit, and the activities that take place in accessory structures occur as a result of the primary building. The use is secondary or minor in importance to the primary structure.***

APPROVED: Approved by the Building and Inspection Department of the City of Mt. Vernon, Illinois.

****As related to the process of acceptance of building installations, including materials, equipment and construction systems, this definition identifies where ultimate authority rests. Whenever this term is used, it intends that only the enforcing authority can accept a specific installation or component as complying with this ordinance.***

BASEMENT: That portion of a building partly underground by having more than half its clear floor-to-ceiling height below the average grade of the adjoining ground.

****This definition defines that portion of a building that is partly or completely below grade as being a basement. In this case, "grade" refers to the finished ground level adjacent to the exterior walls at all points around the building perimeter.***

BATHROOM: Enclosed space containing one or more bathtubs, showers, or both, and which may also include toilets, lavatories, or fixtures serving similar purposes.

****A bathroom is literally a room containing plumbing fixtures, which is used for personal hygiene. To be considered a bathroom, such a room need only contain one or more bathtubs or showers. Traditionally, bathrooms are designed to afford privacy to an individual; however, such rooms may be designed to accommodate multiple users or bathers. In everyday usage, the term is used interchangeably with toilet room (see the definition of "Toilet room") and, in this context, people expect a bathroom to also contain plumbing fixtures used for the elimination of bodily wastes (water closets and urinals), and fixtures used for bodily cleansing, such as lavatories (sinks). The typical bathroom in residential occupancies contains a water closet, a lavatory, a shower, a bathtub or both a shower and a bathtub. A residential bathroom may also contain a bidet.***

BUILDING: A combination of any materials, whether portable or fixed, having a roof to form a structure affording shelter for persons, animals or property. The word "building" shall be construed, when used herein as though followed by the words "or parts thereof" unless the context clearly requires a different meaning.

DWELLING: Any building which is wholly or partly used, designed, or intended to be used for living or sleeping by human occupants; provided that "temporary housing" as hereinafter defined shall not be regarded as a dwelling.

DWELLING UNIT: Any room or group of rooms located within a dwelling forming a single habitable unit with facilities which are used, designed, or intended to be used for living, sleeping, working, and eating.

**** A dwelling unit contains elements necessary for independent living, including provisions for living space (family rooms, dining rooms, living rooms, dens, etc.); sleeping quarters; food preparation and eating spaces and personal hygiene, cleanliness and sanitation facilities. A dwelling unit is typically occupied in one of two ways: either through renting or ownership. The ordinance requirements are applied consistently to all non owner occupied dwellings. Both rented or leased dwellings must comply with the requirements of the code. A dwelling unit can exist singularly as a one-family dwelling, or in combination with other dwelling units. When two dwelling units are grouped together in the same structure, the structure is considered a two family dwelling. Apartment houses contain three or more dwelling units.***

EGRESS: Arrangements and openings to assure a safe means of exit from buildings.

EXTERIOR PROPERTY AREAS: Open spaces on the premises and vacant open space on adjacent premises.

****Exterior property generally consists of the open space or area outside a building or an accessory structure on the same premises or property. It is often referred to as "the yard area," but can also include driveways, parking areas, portions of the public right-of-way, vacant lots or adjoining property under the control of the same owner.***

EXTERMINATION: The control and elimination of insects, rodents, or other pests by eliminating their harborage; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the proper authorities.

FLOOR AREA: The total horizontal area of habitable space.

GARBAGE: Anything that may decompose and become offensive or dangerous to health, including, but not limited to waste products resulting from the handling, storage, preparation, cooking and consumption of food.

****Garbage is discarded food waste and differs from rubbish (see the definition of "Rubbish") in that it provides a food source for rodents and other animals and insects. Garbage that is not properly handled and disposed of regularly can cause unsanitary conditions and infestations of many types that could be the cause of illness in people and pets. Durable garbage containers with tight-fitting lids offer the best protection against these conditions.***

GRADE (GROUND LEVEL): The average of the finished ground level. In case walls are parallel to and within five feet (5') of a sidewalk, the said finished ground level shall be measured at the sidewalk.

HABITABLE ROOM: A room or enclosed floor space used or intended to be used for

living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, pantries, and utility rooms of less than fifty (50) square feet, foyers, or communicating corridors, stairways, closets, storage spaces, and workshops, hobby and recreation areas below ground level or in attics.

****Habitable spaces are those spaces that are normally considered "inhabited" in the course of residential living and accommodate the four basic activities of living, sleeping, eating and cooking. Other spaces, such as halls or utility rooms, are not considered habitable, but would, in many instances, be considered occupiable spaces.***

HOT WATER: Water heated to a temperature of not less than one hundred degrees Fahrenheit (100°F) at the outlet.

HOTEL AND MOTEL: See definition of Rooming House.

INFESTATION: The presence, within or contiguous to a dwelling, dwelling unit, rooming house, multiple dwelling, rooming unit, or premises, of insects, rodents, vermin and other pests.

****An infestation is the actual presence of live insects, rats, vermin or other pests. If the actual presence of pests cannot be readily confirmed, the presence of fresh droppings, larvae, eggs, recent rodent holes or other such evidence can identify a current infestation.***

KITCHEN: Any room containing any or all of the following equipment, or any area of a room within three feet (3') of such equipment: sink or other device for dishwashing, stove or other device for cooking, refrigerator or other device for cold storage of food, cabinets or shelves for storage or cooking equipment and utensils, and counter or table for food preparation.

LEAD BEARING SUBSTANCE: Any paint, plaster, or other material or substance containing more than six-tenths of one percent (0.6%) by weight (calculated as lead metal) in the total nonvolatile content of liquid paints, or in the dried film of paint previously applied.

LET: Any lease, agreement or arrangement permitting occupancy or use; and also any contract for deed, or agreement to purchase, or unrecorded deed permitting occupancy or use of a dwelling unit which is not actually receiving the General Homestead Exemption from taxation under 35 ILCS 200/15-175 during said occupancy or use.

****This definition refers to a legal term meaning to lease or convey real estate or property to someone other than the owners.***

MEANING OF CERTAIN WORDS: Whenever the words "dwelling", "dwelling units", "rooming units", "premises", "structure" are used in this Article, they shall be construed as though they were followed by the words "or any part thereof". Words used in the singular include the plural, and in the plural the singular, the masculine gender includes the feminine and the feminine the masculine.

MOBILE HOMES: A factory-assembled, movable dwelling designed and constructed to be towed on its chassis, comprised of frame wheels, to be used without a permanent foundation, and distinguishable from other types of dwellings in that the standards to which it is built include provisions for its mobility on that chassis as a vehicle. Removal of the tongue, wheels, or hitch, or placement of the structure upon a permanent foundation shall not be considered in determining whether or not a structure is a mobile home.

**** This definition is defining a mobile home not to be misconstrued as a modular home. A modular home the chassis (frame) is not an integral part of the home as in a mobile home. A mobile home has a title and a modular home has a bill of sales and both are identified by a serial number indicating which one is which.***

MULTIPLE DWELLING: Any dwelling containing more than one (1) dwelling units and/or rooming units.

OCCUPANT: Any person living, sleeping, cooking, or eating in, or having actual possession of a dwelling unit or rooming units.

****By definition, a person need not have possession or control of a space in order to be an occupant.***

OPERATOR: Any person who has charge, care or control of a multiple dwelling, hotel, motel or rooming house, in which dwelling units or rooming units are let or offered for occupancy.

****This definition is needed to distinguish the unique meaning of this term as it is intended to be used in the code from the ordinarily accepted meaning of the term "operator."***

ORDINARY WINTER CONDITIONS: Means a temperature 15° F (-9.4°C) above the lowest recorded temperature in the City for the prior 10-year period.

OWNER: Any person or entity who shall have a legal, equitable or beneficial interest in the subject real estate, or any improvements thereto; or a reversionary leasehold interest in the subject real estate, or any improvements thereto; or a capacity to manage the subject real estate or any improvements thereto pursuant to an Order of Court, power, or agreement.

****This term defines the person or other legal entity who is responsible for a building and its compliance with the code requirements.***

PERSON: Any individual, firm, corporation, association or partnership.

**** A person can be an individual or group of individuals who have formed one of several types of business organizations. Corporations, partnerships and other types of business entities are treated as "persons" under the law. They are just as responsible as any individual for complying with the code and subject to the penalties established under local or state law.***

PLUMBING: All of the following facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed

dishwashers, lavatories, bathtubs, showers, installed clothes washing machines, catch basins, drains, vents, and any other similar equipment and fixtures, and the installation thereof, together with all connections to water, sewer or gas lines.

POTABLE WATER: Water duly approved as satisfactory and safe for drinking by the Illinois Environmental Protection Agency.

PREMISES: A lot, plot or parcel of land including any buildings or structures thereon.

****When this term is used in the code, it is intended that the entire lot and all of the structures thereon be included within the scope of that code requirement.***

PUBLIC SEWER: A sewerage system operated by the City of Mt. Vernon, Illinois, and available for public use.

RENTAL DWELLING: Any dwelling or dwelling unit which is occupied pursuant to a lease or other agreement or arrangement including a contract for deed or agreement to purchase or unrecorded deed permitting occupancy in exchange for any consideration. Rental Dwelling does not include a dwelling unit which is occupied by a named grantee within a deed recorded within the Office of the Recorder of Deeds, Jefferson County, Illinois.

ROOMING HOUSE: Any dwelling or part of a dwelling containing one or more rooming units in which space is rented by the owner or operator to three (3) or more persons who are not the husband and wife, father or mother, son or daughter, grandparent or grandchild, brother or sister, uncle or aunt, nephew or niece or cousin of the first degree, of the owner or operator.

****A rooming house provides shelter and sleeping arrangements for individuals. This differs from other living arrangements in that the occupant shares a dwelling unit rather than having his or her own complete and private dwelling unit. Each person rents individually from the owner and does not occupy the structure as part of a family. In most cases, the occupant shares a bathroom and cooking facilities. Another term that could be used is "boarding house," and it would be classified as an Occupancy Group R-1 or R-2, depending upon the permanent or transient nature of the occupants. Any facility currently paying Hotel/ Motel tax shall be exempt from this ordinance.***

ROOMING UNIT: Any room or group of rooms intended to be used for living or sleeping but not for cooking purposes.

****Rooming units differ from dwelling units since no cooking facilities are located in any rooming unit. Rooming units contain only sleeping and living facilities.***

RUBBISH: Combustible and noncombustible waste materials, except garbage.

****The term is usually considered to be a synonym for similar terms such as "refuse" or "trash" and generally encompasses the broad range of worthless, discarded materials other than garbage. The term "garbage" is typically limited to describing wastes generated by food preparation operations.***

SEWAGE: Waste from a flush toilet, bath, sink, lavatory, dishwashing or laundry machine, or the water carried waste from any other fixture or equipment or machine.

STRUCTURE: A combination of any materials, whether fixed or portable, forming construction, including buildings. The word structure shall be construed as though followed by the words "or part or parts thereof".

****This definition is intentionally broad so as to include within its scope, and therefore the scope of the ordinance, everything that is built as an improvement to real property. The phrase "or a portion thereof" is included so that those words do not have to be inserted at each location in the ordinance where a provision applies to only a portion of a structure***

SUPPLIED FACILITIES: Facilities paid for, furnished or provided by, or under the control of the owner or operator.

TEMPORARY HOUSING: Any tent, recreational vehicle as defined by 625 Illinois Compiled Statutes, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or, to any utility system for more than fifteen (15) consecutive days or 30 days during any calendar year.

VENTILATION: Supply and removal of air to and from any space by natural or mechanical means.

****Ventilation is the process of moving air to or from building spaces. This definition is used in this chapter to establish minimum levels of air movement within a building for the purposes of providing a healthful interior environment. Ventilation would include both natural (openable exterior windows and doors for wind movement) and mechanical (forced air with mechanical equipment) methods, when permitted by the code.***

VERMIN HARBORAGE: Any place where rats, mice, raccoon, opossum, groundhog, stray cats or other animals that are pests can live, nest or find shelter.

**** Rodents carry disease organisms in their feces and on their bodies. The code official must require the extermination of all rodents by approved processes. All harborage areas should be eliminated by removing piles of rubbish, towing or repairing inoperable cars and cutting back weeds. Garbage should be stored in solid containers with tight-fitting lids and disposed of regularly.***

VERMIN PROOFING: A form of construction which will prevent the ingress or egress of vermin to or from a given space or building, or gaining access to food, water, or vermin harborage. It consists of the closing and keeping closed of every opening in foundations, basements, cellars, exterior and interior walls, ground or first floors, roofs, sidewalk gratings, sidewalk openings, and other places that may be reached and entered by vermin by climbing, burrowing or other methods, by the use of materials impervious to vermin gnawing and other methods approved by the appropriate authority.

10-7: STANDARDS FOR EXTERIOR PROPERTY AREAS:

No person shall own or occupy or let to another for occupancy any dwelling or dwelling unit which does not comply with the following requirements;

A. Free From Hazards: Exterior property areas shall be free from conditions which might create a health, accident or fire hazard, or which might endanger the public welfare, including but not limited to holes and excavations, sharp protrusions, barbed wire (unless 6 feet above the ground atop a chain link, solid, or other approved fence), sheer embankments, inoperative or abandoned vehicles or machinery, unused household goods or appliances and other objects or materials. Walks, steps, and driveways that contain holes or tripping hazards shall be filled, repaired, or replaced as necessary. Open wells, cesspools, septic tanks or cisterns shall be kept securely closed if in approved use. If they are not in approved use, they must be filled with natural soil. No unlicensed, inoperable, junk, or nuisance motor vehicle nor other nuisance as defined within Article 13 of the Revised Code of Ordinances shall be permitted on the premises.

****The exterior of structures must perform four primary functions:***

- ***It must be in good repair. There should be no evidence of deterioration, or damaged or loose elements.***
- ***It must be structurally sound. There should not be any loose or collapsing pieces. Stairways, porches, balconies and similar structural elements must safely perform their intended functions.***
- ***It must be kept in a sanitary condition. There shall be no accumulation of litter or debris on porches and other parts of the exterior structure.***
- ***It must be capable of preventing the elements (rain, snow and wind) and rodents from entering the interior areas.***

No inoperable or unlicensed vehicles are permitted on a property unless approved in other regulations adopted by ordinance.

B. Free From Rubbish And Garbage: Disposal of rubbish and other refuse shall be done in accordance with all regulations of the City. The property shall be free of accumulating rubbish and garbage.

****This section establishes a simple, straightforward requirement that exterior areas shall be clean and free from rubbish and garbage. (see the definitions in Section 10-6). The code official may find that enforcement of this section is frequently neither straightforward nor simple. Rubbish includes all waste materials except garbage. Occupants are responsible for disposing of their own rubbish in proper containers.***

C. Fences: All fences provided by the owner or agent on the premises and/or all fences erected by an occupant shall be constructed of manufactured metal fencing material, wood, masonry or other material. Such fences shall be maintained in good condition. Wood materials, other than decay-resistant wood, shall be protected against decay by use of paint or other preservative. Any paint or other protective material must be maintained

free of deterioration, in sound condition and good repair. The permissible height and other characteristics of all fences shall conform to the appropriate statutes, ordinances and regulations of the City and State. Wherever any egress from the dwelling opens into the fenced area, there shall be a means of egress from the premises to any public way adjacent thereto.

****This section makes it clear that if paint or other protective covering or treatment is used to provide protection from the elements, it cannot be peeling, flaking or chipped. If the residence has a door that opens into the fenced area; then there shall be an opening for egress to a sidewalk or public street.***

D. Accessory Structures: Accessory structures present or provided by the owner, agent or tenant occupant on the premises of a dwelling shall be structurally sound, and be maintained in good repair and free from insects and rats, or such structures shall be removed from the premises. The exterior of such structure shall be made weather resistant through the use of decay-resistant materials or the use of paint or other preservatives. Paint or other protective coverings must be maintained free of deterioration, in sound condition and good repair.

**** Accessory structures must be maintained in accordance with the criteria established by this section. A thorough inspection of all property areas and accessory buildings is necessary to identify violations of the code and to improve a neighborhood's appearance. This section makes it clear that if paint or other protective covering or treatment is used to provide protection from the elements, it cannot be peeling, flaking or chipped.***

E. Sewage: Sewage must be discharged into a public sewer system or if otherwise permitted by the Revised Code of Ordinances into an approved septic tank. Discharge of inadequately treated sewage shall not be permitted upon the surface of the ground or into any natural or artificial drainage way.

**** Plumbing fixtures must be connected to an approved public or private sewer system. Private systems that should not be approved would include pit privies, cesspools or any system that discharges to storm drains, ponds, lakes, streams or rivers.***

F. Noxious Weeds: Exterior property areas shall be kept free of all weeds which are detrimental to the public health, including, but not limited to ragweed, poison ivy, poison oak, and poison sumac.

G. Insect And Vermin Harborage: Where insect or vermin breeding areas, harborage, or infestation exist, the same shall be eliminated.

**** There are two basic types of insect infestations: nuisance and wood destroying. Nuisance insects include flies, fleas, bees, cockroaches and silverfish. Eliminating nuisance insects may require treating the building with insect spray on a regular basis. Eliminating wood-destroying insects may require poisoning the soil around the building. Severe insect infestations may necessitate replacement of structural members.***

H. Storage Of Materials: In the event that occupancy usages would result in stacking or piling materials, the materials shall be so arranged as to prohibit the creation of a vermin harborage area. Such shall be accomplished by orderly stacking and elevating so that there will be at least a twelve inch (12") opening between the material and the ground level. No stacking or piling of material shall take place against the exterior walls of the structure.

****All materials on site shall be stored in an orderly fashion so it does not create a place for rats and rodents to live.***

I. Water shall not be permitted to accumulate or stand on the premises so as to create any stagnant condition, mosquito breeding ground, offensive smell, unsightly condition, unsafe or hazardous condition or other condition potentially harmful to the public health or safety.

****Stagnant water provides a home for many nuisance insects, especially the mosquito. Stagnant water next to a structure can cause mold growth, which can lead to the decay of wooden members.***

J. All outdoor spas, and hot tubs must be securely enclosed in a solid, chain link, or other approved fence not less than four feet in height with a self closing and self latching gate or locked gate. Fencing or barriers for swimming pools and wading pools shall comply with the applicable building and residential Codes adopted by the City.

**** This performance-based criteria was specifically added to address pool-related problems where a child could possibly drown by gaining entry into a pool through a gate that failed to close and latch properly.***

10-8: STANDARDS FOR MAINTENANCE OF DWELLINGS AND DWELLING UNITS:

No person shall own or occupy or let to another for occupancy any dwelling or dwelling unit which does not comply with the following requirements:

A. Foundations, Floors, Walls, Ceilings And Roofs: Every foundation, floor, wall, ceiling and roof shall be reasonably weather tight, and vermin proof, shall afford privacy, and shall be kept in good repair. The foundation elements shall adequately support the building at all points; floors shall be free of hazard; every exterior wall shall be free of holes, breaks, loose or rotting boards and timbers, and any other condition which might admit vermin, rain or dampness to the interior portions of the walls, or the interior spaces of the dwelling; all exterior surface materials shall be protected from the elements and decay by paint or other protective covering or treatment, when required to prevent deterioration. Any paint or other protective materials must be maintained free of deterioration, in sound condition and good repair. Every interior wall shall be free of holes and large cracks, loose plaster and other structural material. The roof shall be tight and shall have no defects which admit rain. All openings for pipes, conduits and other utility services accessible to vermin shall be closed solidly for the full thickness of the wall, floor, roof, etc., with an approved vermin proof material or fitted with a collar or shield,

securely fastened to the wall or floor, of not less than twenty four (24) gauge galvanized sheet metal or other approved materials, extending at least three inches (3") beyond all sides of the opening.

****The foundation must safely support the entire structure. Holes, cracks, decayed wood or any other condition in ceilings, walls and floors, which permits rain or dampness or rodents to enter the structure, must be repaired. A secure, non-leaking roof is necessary to keep a building properly maintained.***

B. Lead Bearing Substances: No person shall sell, use, or apply any substance in which the total nonvolatile ingredients contain more than six-tenths of one percent (0.6%) of lead, by weight, calculated as metallic lead in or upon any exposed interior surface of a dwelling, dwelling unit, or temporary housing, nor in or upon any fixture or other object used, installed or located in or upon such surface or intended to be so used, installed or located. Upon notice from the City of the existence of any such substances herein prohibited, it shall be the responsibility for the owner to remove or to securely and permanently cover such surfaces within fourteen (14) days after the receipt of such notice, unless the Building Inspector shall, for good cause shown, grant in writing an additional period of time to complete such removal or covering.

****Interior surfaces that contain lead-based paint may present serious health hazards to occupants, especially children. Lead is a toxic heavy metal that enters the body by inhalation or ingestion of fine particulate. Lead affects many organs as well as the central nervous system, and is particularly toxic to young children because it retards brain and central nervous system development. More detailed information on lead hazard evaluation and control is available from state and local agencies, the National Lead Information Center (800-424-5323) sponsored by EPA and the HUD Office of Lead Hazard Control (202-755-1785).***

C. Windows, Exterior Doors And Basement Hatchways: Every window, exterior door, and basement hatchway shall be reasonably watertight, and vermin proof; and shall be kept in good working condition and good repair. Every opening located at or within one and one-half feet (1 1/2') of ground level which might provide an entry for vermin, shall be adequately covered with screening or some other device so as to effectively prevent the entrance of vermin, but so as not to prevent emergency egress where such egress is appropriate.

**** All windows, doors and basement entryways which permit rain or dampness or rodents to enter the structure, must be repaired or replaced. Secure non-leaking windows and doors are necessary to keep the building properly maintained.***

D. Stairs And Porches: Every inside and outside stair, every porch and every appurtenance to any of the foregoing shall be safe to use and capable of supporting the loads that normal use may cause to be placed thereon, and all of the aforesaid shall be kept in sound condition and good repair. Every inside and outside stair or step shall have uniform risers and uniform treads.

**** Every stairway, deck, porch and balcony, and all railings and stairs shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads. Regular maintenance is required to keep stairs, decks, porches and balconies in good repair so they do not become a hazard to occupants or visitors.***

E. Handrails: Structurally sound handrails shall be provided on any steps containing five (5) risers or more. If steps are not enclosed, handrails and balusters spaced no more than four inches (4") apart shall be provided. Porches and balconies located more than three feet (3') higher than the adjacent area shall have structurally sound protective handrails thirty inches (30") to thirty six inches (36") high and, if unenclosed, balusters spaced no more than four inches (4") apart shall also be provided.

**** Handrails are to be provided when required and shall meet the requirements set forth as stated above. All handrails are to be in good sound condition.***

F. Chimneys, Flues, And Vents: All chimneys, flues, and vents on every structure used for human habitation shall be structurally sound, free from defects and capable of performing the function for which the same are designed or used. Each shall have sufficient draft to develop the rated output of the equipment. Chimneys, flues, gas vents and their supports shall be structurally safe, durable, smoke tight and capable of withstanding the action of flue gasses or shall be rendered functionally unusable by interior fireplaces and all other heating facilities as provided within the Fire Code of the City.

**** Chimneys, towers of all types and other similar appurtenances are frequently ignored until they become non-functional or are in danger of collapse. Because of the corrosiveness of the exhaust gases, chimneys and smokestacks often deteriorate on the inside first. The code official should examine chimneys and towers for excessive rust, loose or missing mortar and cracked or disintegrating bricks.***

G. Rubbish And Garbage: The interior of every structure used for human habitation shall be maintained free from rubbish and garbage that might become a health, accident or fire hazard.

****This section establishes a simple, straightforward requirement that interior areas shall be clean and free from rubbish and garbage (see the definitions in Section 10-6). The code official may find that enforcement of this section is frequently neither straightforward nor simple. Rubbish includes all waste materials and garbage. Occupants are responsible for disposing of their own garbage and rubbish in proper containers.***

10-9: STANDARDS FOR BASIC EQUIPMENT AND FACILITIES:

No person shall own or occupy or let to another for occupancy any dwelling or dwelling unit intended for the purposes of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

A. Kitchen Equipment: A room or portion of a room in which food may be prepared and/or cooked, such room or portion thereof having adequate circulation area and being equipped with the following minimum equipment:

1. A kitchen sink in good working condition and properly connected to a water and sewerage system in accordance with the applicable ordinances of the City and the statutes of the State.
2. Cabinets or shelves for the storage of eating, drinking and cooking equipment and utensils and of food that does not under ordinary summer conditions require refrigeration for safekeeping;
3. A counter or table for food preparation.

All of the foregoing equipment shall be of sufficient size and design so as to be adequate for the permissible occupancy of the dwelling or dwelling unit and all shall have surfaces that are easily cleaned and that will not impart any toxic or harmful effect to food.

4. A stove or similar device for cooking food and a refrigerator or similar device for the safe storage of food at temperatures less than fifty degrees Fahrenheit (50°F) but more than thirty two degrees Fahrenheit (32°F) under ordinary maximum summer conditions must be provided by the owner or occupant. All must be properly installed with all necessary connections for safe, sanitary and efficient operation. No stove, refrigerator or similar devices aforesaid need be installed, however, in any dwelling unit that is not occupied if sufficient space and adequate connections are provided so that the same may be installed immediately by owner or occupant upon any occupancy of such dwelling or dwelling unit.

**** Kitchens must be provided with stoves, ovens, refrigerators, freezers, cabinets, countertops and drawers in sufficient quantity and in a condition that the occupants can store their food safely and at appropriate temperatures to protect the food. All equipment must be constructed and maintained so that it can be cleaned.***

B. Toilet Facilities: A room affording privacy to a person within said room and which is equipped with a flush water closet and lavatory basin, both in good working condition and properly connected to a water and sewage system in accordance with the applicable ordinances to the City and the statutes of the State.

C. Bathing Facilities: A room which affords privacy to a person within said room and which is equipped with a bathtub or shower in good working condition and properly connected to a water and sewage system in accordance with the applicable ordinances of the City and Illinois statutes. The room containing the toilet facilities required by subsection B above and the room containing the bathing facilities required by the provisions of this subsection may be one and the same room.

**** To protect human dignity and modesty, all toilet rooms and bathrooms must afford privacy.***

D. Water Supply: Every kitchen sink, lavatory basin, and bathtub or shower required under the provisions of this Article shall be properly connected with both hot and cold water lines.

E. Water Heating Facilities: Every dwelling unit shall have water heating facilities which are properly installed and connected and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, tub or shower at a temperature of not less than one hundred twenty degrees Fahrenheit (120°F).

F. Garbage Storage Facilities: Every dwelling unit shall have adequate garbage storage containers. Garbage shall be placed in containers with tightly fitted lids. Containers shall not be located in such a manner to be a visually offensive, health threat, or nuisance due to the blowing of debris from containers by the wind, odors from the container or for any other reason. Containers, except on the day of pick-up shall be situated within an enclosed building or shall be situated immediately adjacent to a building; containers shall not be placed or situated adjacent to any street or alley or within any yard, except as herein provided. In the event, a dumpster or other community container is provided for the temporary storage of garbage prior to disposal such dumpster or community container shall be enclosed within a building, or shall be enclosed by a solid, six foot screening device such as a fence or wall so as to be completely concealed on three sides, with only one side open for accessibility by a garbage collection crew.

G. Rubbish Storage: No rubbish shall be stored or placed upon any premises or within dwelling unit, except rubbish may be temporarily placed within containers with tightly fitted lids or inside an accessory structure in a manner such that the rubbish creates no nuisance, fire hazard, vermin harborage, or other danger.

H. Egress Requirements: Every dwelling unit shall have at least one unobstructed means of egress that leads to a public street or alley either directly or through a court or yard. Every dwelling unit located on the second or higher story shall have at least two such exits. An emergency escape ladder placed upon each second or higher story shall be considered an acceptable second means of egress as long as it is UL Underwriters Laboratory listed and approved; the requirement to provide an approved emergency escape ladder shall be the sole responsibility of the owner unless the written lease of the owner with a tenant requires the tenant to obtain and place said approved emergency escape ladder during the entire term of the lease; in the event it is the tenant's primary responsibility to provide and place an emergency escape ladder, then said emergency escape ladder shall be obtained and placed within 48 hours of the tenant entering into possession of the dwelling unit. The following language within a lease shall be sufficient to place primary responsibility upon the tenant to provide an emergency escape ladder: "Within 48 hours of the tenant assuming occupancy of the leased premises, tenant shall

place, and shall thereafter maintain during the lease term, an approved emergency escape ladder upon each second or higher story floor of the leased premises”. Passage to a dwelling unit’s exit(s) shall not lead through any other dwelling unit or through a space that might reasonably be locked by anyone who is not a member of the household. Provided, that dual egress shall not be required in structures that are of fireproof condition as defined in the adopted Building Codes of the City. Any basement bedroom shall have a minimum of two exits, if one exit is a window it shall be at least 5.7 square feet of clear opening and no more than 44 inches above the floor.

**** Even a slight delay in a fire situation can mean the difference between life and death. Dangerous levels of smoke can develop in a deceptively quick manner at the early stages of a fire, and obstruction to means of egress or insufficient means of egress very often leads to tragedy in a fire. One of the fundamental principles of means of egress***

in both new and existing buildings is that doors must be readily operable from the “egress side” (the side occupants approach in order to exit the building). This section requires that there be two unimpeded ways out of a structure especially in two stories or above and any bedroom basement. The requirement for an emergency escape ladder attached to the window of the second story is to allow access to the ground by other means than jumping. As for the basement a window should be available to open and have sufficient space to allow a human to escape and not have to obtain a stool or other device to clearly exit the basement if on fire.

I. Medication and Poison Storage Facilities: Each dwelling unit shall provide for the safe storage of medications and household poisons. Each cabinet or storage facility used for medications or household poisons shall have an approved child resistant locking device if any part of the storage area of said cabinet or storage facility is less than four feet in height above the floor. The requirement to provide approved child resistant locking devices shall be the sole responsibility of the owner unless the written lease of the owner with a tenant requires the tenant to obtain, install and maintain said approved child resistant locking devices during the entire term of the lease; in the event it is the tenant’s primary responsibility to provide approved child resistant locking devices, then said locking devices shall be installed within 48 hours of the tenant entering into possession of the dwelling unit. The following language within a lease shall be sufficient to place the primary responsibility upon the tenant to provide child resistant locking devices: “Within 48 hours of the tenant assuming occupancy of the leased premises, tenant shall install, and shall thereafter maintain during the lease term, approved child resistant locking devices for each cabinet or storage facility used for storage of medications or household poisons having any storage area less than four feet in height above the floor.”

**** This section is intended to provide for the safe storage of medicines and household chemicals that if not secured can harm or injure a child, whether or not the child is related to the occupant or not. This provision only applies if medications and household chemicals are stored in the cabinet. Only the cabinet***

providing storage for these items shall be locked. A cabinet not used to store these items does not require a lock. If the entire cabinet used for storage of these items is above four feet from the floor then the cabinet is exempt from this requirement.

J. Locks: No person shall let to another for occupancy any dwelling or dwelling units unless all exterior doors of the dwelling or dwelling unit are equipped with safe, functional locking devices, and are further made secure as set forth in Section 10-13 of this Article.

K. Smoke Detectors: All dwellings and dwelling units, shall have an operable smoke detector in the immediate area of the bedrooms. Every dwelling unit shall be equipped with a properly installed smoke alarm on each story of the dwelling unit and within fifteen feet of each sleeping room area, which detector shall comply with the applicable Codes of the City and with the Statutes of the State of Illinois.

**** This section is intended to comply with 425 ILCS 60 commonly known as the "Smoke Detector Act. Any dwelling unit that is newly constructed, reconstructed or substantially remodeled after December 31, 1987, shall comply with the following requirements. The Smoke detectors required in such dwelling unit shall be permanently wired into the structures AC power line, and if more than one detector is required the detector shall be wired so that the sounding of one detector initiates the sounding of all detectors.***

L. Carbon Monoxide Detectors: Every dwelling unit shall be equipped with a properly installed carbon monoxide detector on each story of the dwelling unit and within fifteen feet of each sleeping room area, which detector shall comply with the applicable articles of the City and with the Statutes of the State of Illinois.

**** This section is intended to comply with 430 ILCS 135 commonly known as the "Carbon Monoxide Alarm Detector Act." Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices. Exceptions: A residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local authority having jurisdiction.***

M. Plumbing: Every dwelling unit shall have properly installed sewer lines, water lines, plumbing fixtures, vents, and drains all of which shall be maintained free from obstructions, leaks, or defects so as to prevent structural deterioration or health hazards. All plumbing shall comply with the State of Illinois Plumbing Code and the applicable Ordinances of the City.

**** Plumbing fixtures must be connected to an approved public or private sewer system. Private systems that should not be approved would include pit privies,***

cesspools or any system that discharges to storm drains, ponds, lakes, streams or rivers.

N. Stairway and Porches: Every stairway, inside or outside a dwelling, and every porch shall be kept in a safe condition, free of deterioration, and in sound repair. Every open stairwell and every flight of stairs and every porch shall comply with the applicable Building Code of the City.

**** Every stairway, deck, porch and balcony, and all railing and stairs shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads. Regular maintenance is required to keep stairs, decks, porches and balconies in good repair so they do not become a hazard to occupants or visitors.***

10-10: STANDARDS FOR LIGHT, VENTILATION AND HEATING:

No person shall own or occupy or let to another for occupancy any dwelling or dwelling unit intended for the purpose of living therein, which does not comply with the following requirements:

A. Lighting: Every habitable room shall have at least one window or skylight facing outdoors or artificial lighting capable of producing at least an average illumination of six (6) foot-candles over the area of the room at a height of thirty inches (30") above the floor (3 foot-candles minimum requirement in bathrooms), excepting that such rooms that are connected to another room or area and such other room or area is used only seasonally (such as, but not limited to, porches) and adequate daylight enters the said habitable room through the interconnection, are not required to have such windows or skylights. The minimum total window or skylight area shall be measured between stops and shall be, for every room where required, equal to at least eight percent (8%) of the floor area of the room in which located. No window shall be deemed to be facing outdoors if any light-obstructing structures are located less than three feet (3') from such window and extend to a level above that of the ceiling of the room in which such window is located, and the same shall not be included as contributing to the required minimum total window area.

**** The intent of this section is to establish a minimum level of lighting in rental dwelling occupancies. Every room shall have the proper lighting as directed by the stated ordinance. If there is no window then sufficient artificial lighting shall be provided. If there are windows then natural lighting shall be of such to provide enough lighting to visibly see your way around the room.***

Every public hall and every stairway in every multiple dwelling shall be adequately lighted by natural or electrical light at all times, so as to provide in all parts thereof at least ten (10) foot-candles of light at the tread or floor level. Every public hall and every stairway in structures containing not more than two (2) dwelling units or not more than two (2) rooms used as rooming units shall comply with the provisions of this subsection relating to multiple-dwellings, or in the alternative, shall be supplied with conveniently

located light switches controlling an adequate lighting system to be turned on when needed with full-time lighting not being required.

****Adequate lighting in hallways and stairs is essential for safe exiting in a fire emergency, reduces the chance of injury due to falls during normal use and helps deter crime. The owner is responsible for complying with all light, ventilation and space requirements established in this section. Light and ventilation by artificial methods are permitted, such as electric lighting instead of natural light.***

B. Ventilation: Every habitable room, excepting those connected to another room or area that is used only seasonally and adequate ventilation is provided through such interconnection and further excepting those rooms ventilated by some other approved device, shall have at least one window or skylight facing outdoors which can be easily opened, or provided mechanical exhaust of sixty (60) cfm, exhausted to the atmosphere above the roof line or secured into a vented soffit area and away from openable windows into which foul air might be blown. The total of openable window or skylight area required shall be equal to at least four percent (4%) of the floor area of the room in which it is located.

**** All habitable rooms shall have sufficient ventilation by either natural or mechanical means.***

C. Bathroom Ventilation: Every bathroom and water closet compartment shall comply with the ventilation requirements for habitable rooms as provided in subsection B of this Section.

**** Mechanical ventilation (Exhaust Vents) in dwelling unit bathrooms and toilet rooms must exhaust all of the moisture laden air to the exterior.***

D. Electrical Service: The electrical service within each dwelling, dwelling unit, and accessory structure shall comply with the applicable electrical, fire, residential, and other Codes adopted by the City, including but not limited to the following requirements:

Where there is usable electrical service available from power lines which are situated not more than three hundred feet (300') from a dwelling, every dwelling unit situated in such dwelling and all public and common areas of such dwelling shall be supplied with electrical service, outlets, and fixtures which shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to a source of electrical power in a lawful manner and in accordance with applicable Codes. Under no circumstance shall temporary wiring for electrical service within a dwelling unit or for any accessory structure be permitted. The minimum capacity of such service and the number of outlets and fixtures shall be as follows:

1. Every habitable room shall have electrical service and outlets and/or fixtures capable of providing at least three (3) watts per square foot of total floor area. Outlets should be distributed reasonably evenly around the room. Extension cords may not be used for more than their UL rated capacity; no extension cord shall be used as a receptacle for another extension cord.

2. Every habitable room and every non-habitable room used for food preparation shall have at least one floor-type or one wall-type electrical convenience outlet for each sixty (60) square feet or fraction thereof total floor area, and in no case less than two (2) such outlets.

3. Every Bathroom, water closet compartment, kitchen or kitchenette, laundry room, furnace room and public hall shall contain at least one ceiling- type or one wall-type electrical light fixture.

No dwelling shall have less than a 100 amp service. No dwelling or electric service upon any dwelling premises shall utilize or have knob and tube wiring; upon removal of knob and tube wiring the entire electric service, outlets, and fixtures shall comply with the Electrical Code of the City.

E. Heating Facilities: Every dwelling shall have permanent heating facilities which are properly installed, maintained in safe and good working condition with proper safety devices, and which are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein, to a temperature of at least sixty eight degrees Fahrenheit (68°F) at a distance of thirty six inches (36") above floor level under ordinary winter conditions. Permanent, heating facilities are not capable of being readily moved around the dwelling and are generally affixed directly to the building. Examples of permanent heating facilities include but are not limited to oil, gas, electric and coal furnaces or boilers; electrical heat pumps; wood furnaces or stoves; electric baseboard heaters, active or passive solar devices; or devices connected to a district heating system. Permanent heating facilities can be used singly or in combinations to meet the performance standards contained herein. Any auxiliary heater shall be UL approved and equipped with automatic shutoff. All auxiliary heaters must be used in accordance with manufacturer's instructions. Auxiliary heaters are intended to supplement the permanent heating facilities. Auxiliary heating devices include but are not limited to portable electric space heaters and portable kerosene or oil heaters. The capacity of auxiliary heaters shall not be counted in determining whether the performance standards for heating are met in a dwelling.

**** This section establishes the following minimum requirements for heating in residential structures. Adequate heat is required for human health and comfort. The elderly, infirm and very young are most susceptible to illness and death from inadequate heating. Heating equipment must be provided and maintained by the owner and must be able to heat all habitable rooms, bathrooms and toilet rooms. This section is to protect tenants from being subjected to uncomfortable and unhealthy conditions created by undersized, malfunctioning, defective or otherwise inadequate space-heating systems. Having adequate space heating also helps eliminate the need for auxiliary room/space heaters, as well as the unsafe use of cooking appliances for space heating. When tenants are forced to use room/space heaters, the risk of fire and asphyxiation increases because***

of improper use, contact with or close proximity to combustible materials; overloaded wiring and extension cords; lack of ventilation and the user's typical lack of understanding of the potential hazards.

F. Insect Protection: During that portion of each year between May 1 and October 1, both dates inclusive, every door opening directly from a dwelling unit or rooming unit to outside space that is used for ventilation and every window and other device with openings to outside space that is used or capable of being used for ventilation shall have properly fitted screens having at least sixteen (16) mesh so as to afford protection against mosquitoes, flies, and other flying insects. Screens must be on premises and available for inspection from October 2 through April 30, both dates inclusive. Also between May 1 and October 1 all hinged screen doors shall be equipped with self-closing devices. Provided however, that if a dwelling unit has fully functioning and operating central air conditioning which services the entire dwelling unit then the screening requirements herein are not applicable.

10-11: STANDARDS FOR SPACE, USE AND LOCATION:

No person shall own or occupy or let to another for occupancy any dwelling or dwelling unit, intended for the purpose of living therein, which does not comply with the following requirements:

A. Minimum Space In Dwelling Units: The minimum habitable room space of any dwelling unit shall be not less than one hundred fifty (150) square feet of floor area for the first occupant and not less than an additional one hundred (100) square feet of floor area for every additional occupant.

B. Minimum Space In Sleeping Rooms: Every room occupied for sleeping purposes by one occupant shall have a minimum floor area of at least seventy (70) square feet. Every room occupied for sleeping purposes by more than one occupant shall contain at least fifty (50) square feet of floor area for each occupant.

C. Access To Bathrooms And Sleeping Rooms: Any dwelling or dwelling unit containing two (2) or more sleeping rooms shall have such room arrangement so as to provide access to a bathroom or water closet compartment so as to permit persons using each of such sleeping rooms to have access to a bathroom or water closet compartment without the necessity of passing through another sleeping room and shall further have such room arrangement so as to provide access to each sleeping room so as to permit persons using such sleeping room to have access thereto without the necessity of passing through another sleeping room or through any bathroom or water closet compartment. Provided however that if a dwelling, constructed in full compliance with the applicable Codes on the date of its construction, because of its structural design is noncompliant with the provisions of this subsection, such nonconformity may continue but shall not be expanded.

**** This section's intent is that a person should not have to pass through a sleeping room or a bathroom to gain access to another room. This section is not applicable***

if the structure was built in full compliance at the time the building was constructed.

D. Height Requirements: At least one-half (1/2) the floor area of every habitable room shall have a ceiling height of at least seven feet (7'). The floor area of that part of any room where the ceiling height is less than five feet (5') shall not be considered as a part of the floor area in computing the total floor area of the room for the purpose of determining the minimum permissible occupancy thereof. Provided however that if a dwelling, constructed in full compliance with the applicable Codes on the date of its construction, because of its structural design is noncompliant with the provisions of this subsection, such nonconformity may continue but shall not be expanded.

****Ceiling heights are set at a minimum so as to allow for proper standing or sitting in areas that are habitable. This section is not applicable if the structure was built in full compliance at the time the building was constructed.***

E. Rooms Below Grade: Basements may be used as dwelling units if they meet the light, ventilation, heating, egress and all other applicable portions of this Article. No basement space shall be deemed fit for or used as a habitable room or dwelling unit unless the floor and walls thereof are impervious to leakage of underground and surface runoff water and dampness.

**** Every habitable room in a basement must meet the light, ventilation, heating, egress and other portions of this article as stated in section 10-10. If the basement is to be used as a habitable space, the floors and walls shall not leak or permit dampness.***

10-12: STANDARDS FOR ROOMING HOUSES:

Notwithstanding anything in this Article to the contrary, no person shall operate a rooming house or occupy or let to another for occupancy any rooming house except in compliance with all applicable provisions of this Article and unless such rooming house complies with the following requirements:

A. Bathing And Toilet Facilities: At least one flush water closet, lavatory basin and bathtub or shower, in good working condition and properly connected to sewer and water system in accordance with the applicable articles and ordinances of the City and the laws of the State shall be supplied for each six (6) persons or fraction thereof residing within a rooming house, including members of the operator's family wherever they share the use of said facilities; provided, however, that in the case where rooms are rented only to males, flush urinals may be substituted for not more than one-half (1/2) of the required number of water closets. Such bathing and toilet facilities shall be so located within the dwelling as to be reasonably accessible from a common hallway or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities as aforesaid that are located in a basement shall be considered to meet the aforesaid requirements unless the same shall conform to the

provisions of subsection 10-10E of this Article.

*** All Rooming Houses shall have operating toilet facilities that include a bath/shower, sink and toilet for every six persons staying in said rooming house.**

B. Bed Linen And Towels: Where bedding, bed linen or towels are supplied, the owner or operator shall maintain the same in a clean and sanitary condition and shall furnish clean bed linen and towels at least once each week and in any event prior to the renting of any room to any occupant.

*** All sheets and towels shall be washed and cleaned at a minimum of once per week, and shall be clean and sanitary.**

C. Rooming Unit: Every room constituting or being a part of a rooming unit that is occupied for sleeping purposes shall comply with the standards set forth in subsection B of this Section, and shall, in addition, contain not less than four (4) square feet of closet space per occupant.

D. Means Of Egress: Every rooming unit shall have immediate access to not less than two (2) safe, unobstructed means of egress, with minimum head room of six feet four inches (6'4") leading to safe and open space at ground level.

E. Maintenance: Every rooming house shall be maintained in a safe and sanitary condition and full compliance with those standards set forth in Section 10-8 of this Article and each subsections thereof of Sections 10-1 through 10-16 of this Article.

F. Hotels And Motels: Every provision of this Article applicable to rooming houses shall apply equally to hotels and motels, provided, that the provisions of subsection 10-10 A entitled "Lighting" does not apply to hotels and motels if said hotels and motels meet the requirements of subsection 10-10 B entitled "Ventilation".

G. Mobile Homes: Every provision of this Article applicable to rooming houses shall apply equally to mobile homes used for rooming houses.

H. Hot Air Heating System Returns: Where hot air heating systems are used, no return air shall be circulated directly from one unit or sleeping room to another.

10 -13: STANDARDS FOR SECURITY:

A. Scope: All dwelling units within the City shall meet the minimum requirements as set forth herein except structures which, although providing sleeping accommodations, are primarily used for:

1. Medical care or other treatment of individuals suffering from physical or mental illness, disease or infirmity;
2. The care of infants, convalescents, or the elderly;
3. Penal or corrective purposes; and
4. Hotel or motel purposes and which provide temporary sleeping accommodations

for hire used by transients with or without meals.

**** This section establishes criteria for providing security for occupants of dwelling units, rooming units and housekeeping units that are rented, leased or let. Everyone has a right to feel safe in their own dwelling; therefore, the installation of locking hardware to secure entry doorways is essential. When installed for security purposes, however, locks and latches can intentionally prohibit the use of an egress door and thus interfere with or prevent the egress of occupants at the time of an emergency, such as a fire. The ability of occupants to easily egress a building in case of a fire or emergency situation is a primary concern to help prevent the loss of human life. Examples of special knowledge would be a combination lock or an unlocking device in an unknown, unexpected or hidden location. Special effort would require unusual and unexpected physical ability to unlock or make the door fully available for egress.***

B. Alternative Materials And Methods Of Construction: The provisions of this section are not intended to prevent the use of any material or method of structural design or analysis not specifically prescribed herein, provided any such alternate is substantiated by suitable evidence.

C. Approval Of Alternate Material Or Method: The Building and Inspection Department may approve any such alternate material or method provided the proposed design is satisfactory and the material or method of work offered is, for the purposes intended, at least equivalent of that prescribed in this section.

D. Definitions: For the purpose of this section, the following definitions shall apply:

CYLINDER: The part of a lock set that has an entrance for the key which thereby activates the locking mechanism.

CYLINDER GUARD: A hardened ring surrounding the exposed portion of the lock cylinder or other device which is so fastened as to protect the cylinder from wrenching, prying, cutting or pulling at attack tools.

DEAD BOLT LOCK: A locking device with a bolt that has no automatic spring action and which is operated manually by a key cylinder on its exterior side and by a knob, thumb turn, or lever on its interior side, and a bolt that is positively held fast when in the projected position (also known as deadlock).

DORMITORY: A building, not open to transients, where lodging is provided for ten (10) or more non-family persons, and no kitchen facilities other than one central kitchen facility, are provided any dwelling unit occupied by persons other than management personnel.

FLUSH OR SURFACE BOLT: A deadlock normally used on inactive door(s) that is attached to the top and bottom and/or side of the door and engages in the frame and/or base of the door.

HOOK OR EXPANDING BOLT: A dead bolt lock in which the bolt or bolts interlock with the strike plate into which the bolt or bolts are projected.

LOCKING DEVICE: A mechanical implement or combination of mechanical implements attached to the door, window or other access points of a building or structure which is designed to prevent unauthorized persons from entering the building or structure through the door, window, or other access point on which the locking device is activated.

SINGLE CYLINDER LOCKING DEVICE: A bolt that is activated on its exterior side by a key and on its interior side by a knob, thumb turn, lever or similar mechanism.

THROW: The outward movement of a bolt or spring bolt which is measured by the distance which such a bolt travels, i.e., when the bolt or spring bolt is moved from the open position to the locked position (extended), it is said to have been thrown.

E. Security Standards: Except as otherwise herein provided, exterior doors serving as the required means of egress to the exterior of a multiple dwelling, dormitory and rooming house shall comply with the provisions of the edition of the International Building Code which has been adopted by the City of Mt. Vernon. All other doors to individual dwelling units shall comply with the following provisions:

1. Doors to individual dwelling units shall meet the following security standards:
 - a. Single doors shall be secured with a single cylinder locking device. In addition, if requested in writing by a tenant, each single door shall also be secured with a deadbolt lock having a minimum throw of one inch or a hook or an expanding bolt with a throw of 3/4 inch provided that the type of lock shall be at the election of the landlord with the cost of the lock and installation thereof to be paid by the tenant and provided that upon installation of such additional locking device the locking device shall become the property of the landlord and shall thereafter remain installed and be maintained by the landlord so that it is functional. All locking devices required herein shall have bolts that contain hardened material to repel attempts at cutting through the bolt.
 - b. On pairs of doors, the active leaf shall be secured with the type lock required for single doors in subsection E1a of this section. The inactive leaf shall be equipped with flush or surface bolts protected by hardened material with a minimum throw of three-fourths inch (3/4") at the head and foot of the door. Multiple point locks, cylinder activated from the active leaf and complying with subsection E1a of this section and the requirements herein, may be used in lieu of flush bolts.
 - c. Exterior doors to individual dwelling units shall have rabbeted jambs which are reinforced at the point where the required lock engages the jamb.
 - d. Firmly secured metal strike plates are required on the jambs of all doors and are to be located at the point when the required lock engages the jamb.
 - e. Locking devices and parts of locking devices shall not be used if they bear any numbers or letter which would reveal a combination from which the key

or similar control device could be fashioned or selected which could deactivate the locking device.

****All doors that are required to have locks shall have locks installed that meet the criteria as stated above.***

2. All patio type of sliding doors opening onto patios or balconies which are accessible from the outside shall comply with the following requirements:

a. Patio type or sliding doors shall not be used or installed as exterior doors for the main entrance of any individual dwelling unit.

b. All single sliding patio doors shall have the movable section of the door sliding on the inside of the fixed portion of the door, except as provided in subsection B of this section.

c. Dead bolt locks shall be provided on all single sliding patio doors. If the lock is operable from the outside, it shall be activated by a key utilizing a cylinder of pin tumbler construction. Mounting screws for the lock case shall be inaccessible from the outside. Lock bolts shall be of hardened steel or have hardened steel inserts and shall be capable of withstanding a force of three hundred (300) pounds applied in any direction. The lock bolt shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door within the space or clearances provided for installation and operation. The strike area shall be reinforced to maintain effectiveness of bolt strength. In lieu of providing a dead bolt lock that meets the requirements of this subsection, a single sliding patio door may utilize a removable physical barrier (such as a rod or pipe of substantial construction) of suitable and functional length that is manually placed within the tract of the sliding patio door to securely block the patio door closed.

d. Double sliding patio doors must be locked at the meeting rail and meet the locking requirements as specified in subsection E1b of this section.

e. Alternate methods for securing doors with movable sections of the door sliding on the outside of the fixed portion of the door must be approved by the building official.

****This section states that in sliding patio doors that the locks shall be functional and operational. If there is no deadbolt lock a durable rod or pipe placed within the track of the sliding door will serve as meeting that requirement.***

3. Any exterior door and any garage door or other inside door leading to the common areas of any multiple dwelling, dormitory or rooming house or to a garage attached to any dwelling unit, which has outside hinge pins shall be secured by a minimum of two (2) safety hinge studs or hinges having non-removable hinge pins, one hinge above and one below the center of any locking device.

**** For security reasons hinge pins shall be on the inside of the structure. If they are exposed to the outside of the residence then they shall have non removable hinge pins.***

4. Parking facilities either under or within the confines of the perimeter walls of any dwelling unit, multiple-family dwelling, dormitory, or rooming house which are equipped with any garage door shall be so equipped that such doors are capable of being locked. Specific locking devices to be employed shall be of one or more of the following types: a) throw bolt or flush bolt, b) dead bolt, c) cylinder type lock, d) padlock and hasp, e) or an electronic power operated mechanism with automatic locking capabilities. When a padlock type locking device is used, the slide bolt or hasp and shackle to which the padlock is attached shall be constructed of hardened steel and shall be installed so that it cannot be removed when the door is closed and the padlock is activated.

5. All exterior windows other than fixed windows or those designed not to be opened, less than twelve feet (12') off ground level or any other accessible exterior level shall comply with the following requirements:

a. Windows shall be so constructed that when the window is locked it cannot be lifted from the frame.

b. All windows shall be equipped with a locking device which shall be capable of withstanding a force of one hundred fifty (150) pounds applied in any direction, and all locks should fully engage.

**** This could be considered a security concern, thus dictating the need for window locks. These locks shall be operational and not secured by rods or pipes instead of locks.***

10-14: PRIMARY RESPONSIBILITIES:

A. Intent: It is the intent of this Section to establish primary responsibilities in certain areas of compliance with the provisions of this Article. Each owner or occupant shall have responsibility for compliance with this Article and be subject to enforcement, notwithstanding any agreement assigning primary or other responsibility to the other or to a third person.

B. Primary Responsibilities Of Occupants: Every occupant above the age of eighteen (18) years shall be primarily responsible as to that part of any building, structure or premises over which such occupant shall have a right to possession or control, for the following:

1. To keep the same in a clean and sanitary condition.
2. To not permit rubbish, garbage or other materials to accumulate so as to create a vermin harborage.
3. To dispose of rubbish, garbage and other material in the manner provided by

City ordinances.

4. The extermination of insects and vermin, after twenty one (21) continuous days of occupancy where: a) the dwelling contains only one dwelling unit, or only the occupant's dwelling unit of a dwelling containing more than one dwelling unit is infested, and b) infestation has resulted from some cause other than the failure of an owner to maintain the dwelling in a vermin proof or reasonably insect proof condition prior to the commencement of the occupancy.

5. To not do anything to cause intentional interruption or disconnection of any utility for which the occupant is liable.

6. To maintain and replace required screens after the owner has fulfilled all his primary responsibilities regarding the same as hereinafter set forth in subsection C of this Section.

7. To remove any abandoned or inoperative vehicle or machinery owned by the occupant as provided by City ordinance.

**** This section establishes that the occupant has a responsibility to the residence they are renting. They should keep their responsibilities to the residence and to keep it in a safe and sanitary condition. If there are violations that are found that are clearly an act of negligence on the renter; then he or she is clearly responsible for the repair or correction of stated violations, as well as any fines and or fees associated with said violations.***

C. Primary Responsibilities Of Owners: Every owner shall be responsible as to that part of any building, structure or premises over which such owner has the right to possession or control, including but not limited to areas used by the public or used in common by occupants of two (2) or more dwelling units, as hereinafter set forth (such responsibilities shall likewise apply to any other part of a building, structure or premises where the content of any such responsibility so implies) as follows:

1. To provide and install all required screens once each calendar year.

2. To keep the same in a clean and sanitary condition.

3. To not permit rubbish, garbage or other materials to accumulate so as to create a vermin harborage.

4. To provide adequate and suitable containers for rubbish, garbage or other waste materials where the premises in question contains three (3) or more dwelling units.

5. "Vermin proofing" as defined in section 10-6 of this Article.

6. The extermination of insects and vermin in all instances excepting those instances where the occupant is primarily responsible therefore as herein above provided in subsection B of this section.

7. To keep and maintain all supplied facilities in good and proper condition and operation.

8. To provide and maintain in working order a permanent heating system as specified in subsection 10-10 E of this Article. In structures in which the permanent heating system supplies heat to two (2) or more dwelling units, or rooming units, the owner shall be responsible for supplying heat in accordance with the standard in subsection 10-10 E of this Article. Where compliance is not reasonably possible because of general shortage of fuel or because of some act of an occupant, the provisions of this subsection shall not apply until such causes have been corrected.

9. To not do anything to cause an intentional interruption or disconnection of any utility for which an owner is liable.

10. To remove any abandoned or inoperative vehicle or machinery not owned by the current occupants from the premises as provided by City ordinance.

11. To keep and maintain all accessory structures in good and proper condition.

**** This section establishes that the owner has a responsibility to the residence they are renting. They shall keep their responsibilities to the rental property and keep it in a safe and sanitary condition. If there are violations that are found that are clearly an act of negligence on the owner or landlord; then he or she is clearly responsible for the repair or correction of stated violations, as well as any fines and or fees associated with said violations.***

10-15: ENFORCEMENT

A. Enforcement Officer Duties: The Chief Building Inspector of the City and Inspectors of the Fire Department or authorized designees of each, are hereby authorized and directed to administer and enforce the provisions of this Article. This broad responsibility encompasses, but is not limited to, the following specific duties:

1. To inspect dwellings, accessory structures, and residential premises in accordance with this Article;
2. To take appropriate actions to correct violations of this Article;
3. To review and issue applications for occupancy permits and temporary occupancy permits;
4. To maintain up-to-date records of all matters pertaining to the administration and enforcement of this Article;
5. To periodically review the provisions of this Article to determine whether revisions are needed, and to make recommendations on these matters to the City Manager.
6. To provide information to the general public on matters related to this Article;
7. To attend the applicable meetings of the City Council, any Court hearings

concerning this Article, and to cooperate with the corporate authorities, including the City Attorney's Office;

8. To prepare an occupancy permit application form, inspection checklist, and Certificate of Occupancy;
9. To make surveys in any area of the City to determine the general condition of structures used for human habitation, the extent of any deterioration, lack of facilities and maintenance, unsafe and unsanitary conditions, the extent of overcrowding and land use, and any other matters relating to the provision and requirements of this Article.
10. To perform such other duties as the corporate authorities may from time to time prescribe.

B. Inspections: In order to safeguard the health, safety, and welfare of the public, inspectors of the Building and Inspection Department and Fire Department are hereby authorized to make exterior and interior inspections of all dwellings, dwelling units, rooming houses, rooming units, hotels, motels, multiple dwellings and premises, when the same shall appear necessary to determine the condition thereof and the compliance or noncompliance with the provisions of this Article. Immediate access to and entry to any such dwelling, dwelling unit, rooming house, rooming unit, hotel, motel, multiple dwelling or premises, shall be afforded any such inspector in the case of an emergency determined by the Building and Inspection Department or Fire Department to exist. No such access and entry shall be required, however, unless such inspector shall first identify himself and request entry; and exhibit his badge or other visual identification to any person entitled to the same who requests said identification. Every owner, owner's agent, an occupant of a rental dwelling(s) shall provide access to the rental dwelling(s) as required by section 10-16 of this Article. If any owner or occupant of a dwelling unit fails or refuses to permit free access and entry to the structure or premises under his control, or any part thereof, with respect to which an inspection authorized by this Article is sought to be made, the Building and Inspection Department or Fire Department may petition and obtain an Administrative Search Warrant as provided within Section 5.8 of Article 5 of the Revised Code of Ordinances. Whenever inspections of any rental dwelling units are made by the Building and Inspection Department or Fire Department and there are no violations, a Certificate of Occupancy shall be issued to the property owner or owner's agent and shall be made available by the owner or the owners' agent to tenants and prospective tenants. If upon subsequent inspections, violations of this Article are found, the Certificate of Occupancy shall be surrendered to the City, and if not surrendered it may be revoked.

C. Notice Of Violations: Except as otherwise provided in this Article, in those instances where the Building and Inspection Department or Fire Department shall determine that there exists a violation of this Article, written notice of such violation shall be given the person alleged to have committed the violation or to be responsible for the violation. In the case of rental dwellings, notice of violation shall be given to the owner or the owner's

agent and the occupant of the rental dwelling or unit. Such written notice shall state the alleged violation and a legal description or local address of the structure in violation. It shall state that such violation must be corrected within a reasonable time period specified by the Building and Inspection Department or Fire Department based on the nature and severity of the violation. Such notice may be personally served on the person to whom addressed or may be sent by first class, registered, or certified mail, to the last known address of the addressee; such service by mail shall be deemed to have been served at the time of the deposit in the mail thereof. Service shall also be made by posting a placard copy of such notice in a conspicuous place in or about the building, structure or premises in question. Notwithstanding anything to the contrary, notice may be given in any other manner permitted by law in the service of process in civil cases.

**** Violations are to be given to the person(s) responsible for the property as well as the occupant of the property. This notice will include the violations and address the written violations. This notice shall be served in person or by registered or certified mail. If the violation is sent by mail it shall be considered served at the time of mailing. A notice will be posted in an obvious place in or on the building as well.***

D. Unfit Dwelling Units: In addition to any other rights and powers granted the Building and Inspection Department and Fire Department under the provisions of this Article, the Building and Inspection Department or Fire Department may designate and find unfit for human habitation any dwelling, dwelling unit, rooming house, hotel, motel, rooming unit, multiple dwelling or premises and may so placard the same, in the manner described in subsection C of this section upon determining that one or more or all of the following conditions exist:

1. The building, structure or premises lacks illumination, ventilation, sanitation, heat or other facilities adequate to protect the health and safety of the occupants or of the public;
2. The building, structure or premises is damaged, decayed, unsanitary, unsafe or vermin infested in such a manner and to such extent as to create a serious hazard to the health and safety of the occupants or of the public;
3. The building, structure or premises, because of the location thereof, the general conditions existing, the state of the premises or number of occupants, is so unsanitary, unsafe, overcrowded or otherwise detrimental to the health and safety that it creates a serious hazard to the health and safety of the occupants or of the public.

**** The building does not meet sanitary or safe living conditions.***

E. Notice Of Intent To Vacate: Whenever the Building and Inspection Department or Fire Department determines that a dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling, is unfit for human habitation as provided in Subsection D of this section, it shall include such findings within the notice of violations provided for in

subsection C of this Section, and it shall also include a statement of its intent to vacate and placard the dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling, if compliance with the provisions of the notice of violation has not been secured.

*** Violation paperwork and postings shall include all violations found. Postings shall be place in a conspicuous location.**

F. Order To Vacate: Whenever a notice of violation, as provided for under Subsection C of this Section, has not been complied with the Building and Inspection Department or Fire Department may order the dwelling to be vacated. A copy of such notice to vacate shall be served on the owner, agent, operator or the occupant, as provided in subsection C of this section.

G. Vacating An Unfit Dwelling: Any dwelling or dwelling unit, rooming house, rooming unit, or multiple dwelling designated as unfit for human habitation pursuant to Subsection D of this section and ordered vacated as provided in Subsection G of this section, shall be vacated within such reasonable time as the Building and Inspection Department or Fire Department may specify in the order. No such dwelling, dwelling unit, rooming house, or multiple dwelling shall again be used for human habitation and the placard removed until written approval is secured from the Building and Inspection Department or Fire Department.

*** The Inspection and Fire Departments shall be notified when dwelling is ready for occupancy that has been deemed unfit for occupancy.**

H. Removal Of Placard: No person shall deface or remove the placard from any dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling which has been designated as unfit for human habitation.

I. Vacated Dwellings Made Secure: The owner, agent, or operator of any dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling shall make such dwelling, dwelling unit, rooming house, rooming unit, or multiple dwelling safe and secure in whatever manner the Building and Inspection Department or Fire Department shall deem necessary. Any vacant building open at a door or window or other unenclosed opening shall be deemed dangerous to human life and a nuisance within the meaning of this provision.

*** Any vacated and unsecured building shall be posted for a nuisance violation.**

J. Power To Act In Emergencies: Notwithstanding the notice of violation provisions of this section, as provided by subsection C of this section, whenever the Building and Inspection Department or Fire Department, at any time, shall determine that a violation of this Article exists and that such violation is of such a nature as to require immediate action to abate a hazard or immediate danger to the health, safety, morals or welfare of the occupants of any building or structure or of the public, the Building and Inspection Department or Fire Department may issue an order citing the violation and ordering the immediate abatement or removal or correction of such hazard or danger as to the Building and Inspection Department or Fire Department appears necessary and proper. Such order

may include, but is not limited to, an order to vacate the building, structure or premises in question. Any order issued under the provision of this subsection shall be and become effective immediately upon the issuance thereof. The powers granted by this subsection shall be in addition to any and all other rights and powers granted by law.

K. Transfer Of Interest In Certain Property: No person having any interest in any property that is described in any notice of any violation of this Article or any order issued under this Article shall sell, transfer, grant, convey, mortgage, lease or otherwise dispose of any such interest in said property so long as any such violation continues to exist, unless such person having the right to sell, transfer, grant, convey, mortgage, lease or otherwise dispose of such interest in said property shall first furnish to the intended purchasee, transferee, grantee, donee, mortgagee, lessee or other intended recipient of such property interest a true and exact copy of such notice or order, and concurrently therewith furnish the Building and Inspection Department and Fire Department with the names and addresses of all such parties.

** The Building Inspection Department shall be given the intended property owners information.*

L. Records: All requests to inspect and/or copy records or documents prepared, maintained and under the control of the City shall be made in accordance with Illinois Freedom of Information Act.

10-16: MANDATORY RENTAL DWELLING INSPECTION PROGRAM:

A. Inspection Required: Except as hereinafter provided, no person shall lease, let, or otherwise permit occupancy of any rental dwelling within the City, unless the rental dwelling has been inspected by the Building and Inspection Department and Fire Department and an Occupancy Permit has been issued for the property. Any person who leases to another any rental dwelling on or before the effective date of this Article may continue leasing said rental dwelling without an inspection and a Certificate of Occupancy for a period of one year from the effective date of this Article. In addition, any owner who converts the usage of an owner occupied dwelling to a rental dwelling during the five year period subsequent to the effective date of this Article may lease said rental dwelling without an inspection and a Certificate of Occupancy for a period of one year from date of conversion of the owner occupied dwelling to a rental dwelling.

** Before renting property you must have an inspection performed and receive a Certificate of Occupancy. If you change a house to a rental property, you receive a one year grace period from the date of the change over, before a Certificate of Occupancy is required. This allowance is good for five years after effective date of said ordinance, and then all converted property will comply at time of conversion.*

B. Inspections Authorized:

1. The Building and Inspection Department and Fire Department are hereby authorized to conduct inspections of any and all rental dwellings, or units thereof, within the City to determine compliance with the Revised Code of Ordinances of the City of Mt. Vernon, including this Article.

2. The employees and agents of the Building and Inspection Department and Fire Department are hereby authorized to enter, examine and survey all rental dwellings within the City. All inspections shall occur at reasonable hours except in emergency situations where the life, health, and/or safety of any individual is threatened.

C. Frequency, Access For And Notice Of Inspection:

1. All rental dwellings shall be inspected by the employees or agents of the Building and Inspection Department and Fire Department at least once every three (3) years. Inspections may occur more frequently provided there is:

a. Reasonable suspicion to believe that there exists within such rental dwelling conditions which present a threat to the health, safety, welfare or general comfort of the resident(s) of such rental dwelling; or

b. A complaint lodged by the resident(s) of the rental dwelling to be inspected; or

c. A request made by a prospective resident accompanied by the consent of the owner (or owner's agent) of the rental dwelling to be inspected; or

d. A request made by the owner or owner's agent.

2. Every owner or owner's agent of any rental dwelling shall provide access to such rental dwelling, or any unit thereof, to the employees or agents of the Building and Inspection Department and Fire Department for purposes of inspecting the rental dwelling or unit thereof for compliance with all applicable standards and regulations set forth in Mt. Vernon City Code, as amended. Either the owner, the owner's agent, or the occupant shall be offered the opportunity to accompany the inspector during the inspection.

3. Notice shall be given to the owner or the owner's agent and the occupant of the rental dwelling or unit thereof at least five (5) days in advance of such inspection except in those situations described in subsection C1a, C1b, and C1d of this Section.

4. Notice of inspection shall be provided to both the owner or owner's agent and occupant and may consist of a letter sent by first class mail, personal service, telephone call, email upon an owner's or occupant's request or, for occupants only, the posting of a door hanger upon the door knob of the rental dwelling or unit thereof. The form of notice shall be given at the City's sole discretion provided the form used substantially achieves the purpose of this "notice" requirement. Where a rental dwelling or unit thereof is occupied by more than one person, notice to one

occupant of each dwelling unit shall be deemed notice to all occupants of a dwelling unit.

5. Notice of Inspection to which an owner or occupant is entitled may be waived by said owner or occupant or agent thereof.

**** If time is of the essence the owner or the occupant may waive the notice of inspection.***

D. Identification Of Rental Dwelling And Designation Of Owner's Agent:

1. Any person owning, managing, or supervising any rental dwelling shall within ninety (90) days of the effective date hereof or within thirty (30) days of assuming ownership, management or supervision of any rental dwelling, whichever date is later, inform the Building and Inspection Department and Fire Department on a form approved by the City of such rental dwelling.

2. Every owner of any rental dwelling, or unit thereof, who does not reside on the premises of such rental dwelling shall appoint and designate an individual to act as an agent in his behalf. Every owner shall notify, in writing, the Building and Inspection Department, the Fire Department, and each occupant of the rental dwelling, of the name, address and telephone number of the agent. Such written notice shall contain the signature of the agent accepting appointment and designation as agent of the owner.

**** If the owner or agent does not reside in Jefferson County or adjoining county; the owner shall designate a property manager to act on the owner's behalf. If a property manager is being designated, a notice signed by the property manager and owner shall be given to the inspection department.***

3. Any individual, who is appointed and designated as agent of the owner, shall reside within Jefferson County, Illinois, or within a county which adjoins Jefferson County, Illinois. An owner of a rental dwelling may act as his own agent provided he meets the residency requirements set forth herein.

**** Marion, Franklin, Washington, Perry, Hamilton and Wayne Counties are adjoining counties to Jefferson County.***

E. Occupants To Provide Access For Inspections And Compliance With Article:

1. Each and every occupant of a rental dwelling shall give the owner thereof, his agent, or employee or agents of the Building and Inspection Department and Fire Department access to the rental dwelling, or unit thereof under their control, to conduct inspections authorized by this Article.

2. Each and every occupant of a rental dwelling shall give the owner thereof, or his agent or his employees, access to any part of such rental dwelling at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Article or with any standard regulation set forth in the Mt. Vernon City Code, as amended.

F. Fees:

1. A fee as provided within Section 10-16 I, shall be assessed against the owner by the Building and Inspection Department for inspection of any rental dwelling unit pursuant to this Article. Notice of Assessment of the fee shall be served upon the owner by regular mail.

2. Any inspection fees assessed by reason of an inspection initiated by the Building and Inspection Department and/or Fire Department remaining unpaid after thirty (30) days shall be a debt due and owing the City and shall be a lien upon the real estate and, as such, may be collected in accordance with applicable law. In the event a lien is filed with the Recorder of Deeds of Jefferson County, a reasonable attorney fee, an administration fee for preparation of the lien and the cost of recording shall be assessed and included as part of the lien. In the event the City incurs any attorney fees in enforcing any lien or in otherwise collecting any fee, all such reasonable attorney's fees shall be paid by the party against whom collection is made.

**** Any fees owed to the city for an inspection shall be paid within 30 days. If not paid, the city holds the right to file a lien against the property to collect in whole the inspection fees along with any applicable legal fees.***

G. Occupancy Permit: Except as provided under temporary occupancy permits and as except provided within Section 10-16 A herein, it shall be unlawful for any person to occupy and unlawful for any owner or agent to allow another person to occupy any rental dwelling unit unless the Building and Inspection Department has issued a valid occupancy permit. The Building and Inspection Department shall not issue an occupancy permit until an inspector of the Building and Inspection Department and the Fire Department have inspected the dwelling unit and the dwelling unit conforms to the requirements of this Article. However, if an inspection is performed by another agency or financial institution and is submitted in writing to the Building and Inspection Department, if the Building and Inspection Department and Fire Department deem the outside inspection to be sufficient to comply with the requirements of the Article, the Building and Inspection Department can issue an occupancy permit based upon said outside inspection. An occupancy permit shall be valid for three years from date of issuance unless sooner revoked; the existence of an occupancy permit for a dwelling unit shall not prevent inspection of a dwelling unit.

**** If no inspection has been made on the property then an inspection shall be performed by the city, in the event that a third party inspection has been performed, the city's inspection department may accept the third party inspection report as an occupancy inspection for this article.***

H. Temporary Occupancy Permit: A rental dwelling or unit therein not in full compliance with this Article may be occupied while repairs are being made if the Building and Inspection Department has issued a temporary occupancy permit. No temporary occupancy permit shall be issued until the Building and Inspection Department and Fire

Department have inspected the dwelling unit and determined that the occupancy thereof does not constitute a serious hazard to the health or safety of the occupants as indicated by the inspection checklist. A temporary occupancy permit shall be valid for up to thirty days, and may be renewed once upon written request.

*** Due to unforeseen circumstances a temporary occupancy may be granted to occupy said property so long as no serious life safety hazards exist. This temporary permit is valid for 30 days and can only be renewed one time upon written request within that initial 30 day period. If granted, this extension is only valid for up to an additional 30 days.**

I. Application for Permits: Every application for an occupancy permit or a temporary occupancy permit shall be filed with the Building and Inspection Department on a prescribed form. The application filing fee (which includes the initial inspection fee and one (1) subsequent re-inspection if required) for each occupancy permit or for the temporary occupancy permit, for each the initial permit or its renewal shall be Fifty Dollars (\$50) per dwelling unit except that dwelling units sharing a common roof and foundation (e.g. multiple dwelling) shall pay a fee in accordance with the following schedule: 2-10 dwelling units: \$38.00 per unit; 11-20 dwelling units: \$35.00 per unit; and 21 units and above: \$30 per unit.

*** Payment is required at the time of applying for occupancy or temporary occupancy permits. This fee includes the initial inspection fee and one (1) subsequent re-inspection if required.**

An inspection fee of Twenty Five (25) Dollars per dwelling unit shall be paid and assessed for each inspection by the Building and Inspection Department and Fire Department for each inspection subsequent to the initial application inspection and to one (1) re-inspection. All application fees shall be paid at the time of the application. Inspection fees shall be paid within thirty (30) days after assessed. Any fee not timely paid may be collected as provided within Section 16 F herein.

*** Any re-inspections after the initial inspection and the first re-inspection, shall incur a fee of \$25.00 per dwelling unit.**

Every application for any occupancy, temporary, or renewal permit shall include the name, address, and telephone number of the applicant and applicant's relationship to property (i.e. tenant, owner, occupant); name, address, and telephone number of the owner; the address and general description of the premises to be occupied; and such other necessary information as may be required by City.

J. Revocation of Permits: The Building and Inspection Department, upon 5-day notice to the owner and occupant in writing, may revoke any occupancy permit or temporary occupancy permit if:

1. The Building and Inspection Department determines that material information contained in the application for said permit is false;
2. The occupant refuses to allow an authorized inspection of the premises at

any time;

3. The work authorized by a temporary occupancy permit is not proceeding; or
4. The occupant or owner fails to comply with a corrective action order or fails to maintain the property in compliance with this Article.
5. The permit was issued in error by the Building and Inspection Department.

The 5-day Notice of Revocation shall be served in the same manner as required for a Corrective Action Order. During the 5 day period the applicant or current permit holder may provide such information as desired by the applicant or permit holder to the Building and Inspection Department and Fire Department for consideration by the Building and Inspection Department in the decision to revoke.

K. Utilities Not to be Provided: No utility company shall provide gas, or electric service until a valid occupancy or temporary occupancy permit is presented to said utility. The City of Mt. Vernon may refuse to provide and/or may disconnect water, sewer, and garbage service until or unless a valid occupancy or temporary occupancy permit is obtained and presented by the owner to the City's Billing Services Department.

L. Corrective Action Order: Whenever the Building and Inspection Department or Fire Department determines that any occupancy or any dwelling unit, accessory structure, or other portion of premises is in violation of this Article, it shall so notify the owner and/or occupant in writing, and order appropriate corrective action.

1. Contents of Order. The order to take corrective action(s) shall include the following information:

- a. A description of the premises sufficient for identification;
- b. A statement indicating the nature of the violation;
- c. A statement of the remedial action (repairs, reduced number of occupants, etc.) necessary to effect compliance;
- d. The date (at least 5-days unless an emergency condition) by which the violation must be corrected;
- e. Statement that if the violation is not corrected, the occupancy permit may be revoked, a complaint for violation issued, and/or the property may be declared unfit for human habitation with attendant consequences. If a Corrective Action Order has been served as provided herein, no additional Notice of Revocation is required to be given.

2. Service of Order. The corrective action order shall be deemed properly served upon the owner, agent, or occupant if it is:

- a. Served upon each personally or sent by registered or certified mail to the last known address of each with service be effective upon deposit

in the mail.

AND

b. Posted in a conspicuous place on or about the dwelling or premises

3. Transfer of Ownership Prohibited. It shall be unlawful for the owner of any dwelling who has been served a corrective action order to sell, transfer, mortgage, lease, or otherwise dispose of the dwelling or its ownership interest until he/she has either: (i) effected compliance with the provisions of this Article; or (ii) furnished the grantee, transferee, mortgagee, or lessee a true copy of the corrective action order, and has given the Building and Inspection Department and Fire Department a signed and notarized statement from said grantee, transferee, mortgagee, or lessee that acknowledges receipt of such corrective action order and unconditionally accepts responsibility for making the required repairs.

4. Access by Owner or Operator. The occupant(s) of every dwelling unit shall give the owner or operator, or his agent or employee, free access thereto at any reasonable time in order to allow him to make any inspection, alteration, maintenance, or repair necessary to effect compliance with this Article.

It is unlawful for any person to occupy or let or hold out to another for occupancy any dwelling unit for the purpose of living therein, where such dwelling unit does not comply with the steps required by the corrective action order.

10-17: UNLAWFUL INTERRUPTION OF TENANT OCCUPANCY:

A. Prohibited: It is unlawful for any landlord or any person acting at their direction to knowingly oust or dispossess or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit, including, but not limited to, electricity, gas, hot or cold water, plumbing, heat or telephone services; or by removing a tenant's personal property from said unit; or by the use of force or threat of violence, injury or force to a tenant's person or property; or by any other act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable.

B. The following shall constitute a valid defense to any prosecution by City of a complaint alleging violation of Subsection A above (although nothing herein shall authorize any landlord or other person to take any action or to commit any act otherwise prohibited by state or federal law):

1. A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Jefferson County to forcibly evict a tenant or his personal property; or

2. A landlord acts in compliance with the laws of Illinois pertaining to distress for rent; or
3. A landlord acts pursuant to court order; or
4. A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
5. The tenants with a right to possession of the dwelling unit have been absent therefrom for thirty (30) consecutive days without advising the landlord of such absence or their intent to return, and the current rent is thirty (30) or more days overdue, and after diligent inquiry the landlord has valid reason to believe that tenants have abandoned the premises and do not intend to return; or
6. After diligent inquiry the landlord has valid reason to believe that the tenants identified within a written lease have surrendered possession of the premises and do not intend to return, and by the express language of said lease document the lease term has expired for at least ten days, and the landlord has not accepted any rental or other payment after expiration of the lease term for rental for periods after expiration of the lease term.

10-18: NONLIABILITY OF CITY OFFICIALS;

No officer, agent or employee of the City shall be personally liable for any damage to persons or property resulting from any act required or permitted in the discharge of the duties of such officer, agent, or employee under the provisions of this Article. Any lawsuit of any nature brought against such officer, agent, or employee as a result of any act, requirement or permitted function in the discharge of the official duties of such officer, agent, or employee aforesaid shall be defended at the sole expense of the City until a complete and final determination of such lawsuit.

10-19: PENALTY:

Any person who shall violate or assist in the violation of any provisions of this Article, shall, upon a finding of guilt, be fined not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each offense. Each day that such violation continues shall constitute a separate offense. In addition, said persons shall be subject to an action for injunction to eliminate or to prevent violations of this Article or of any other applicable Code of the City related thereto.

10-20: EFFECTIVE DATE:

The provisions of this Article shall be effective beginning January 1, 2011.