

ORDINANCE NO. 7715

AN ORDINANCE AMENDING ARTICLE III (REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES) OF CHAPTER 33 (BELLEVILLE PROPERTY MAINTENANCE CODE)

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

THE CITY OF BELLEVILLE IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

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

Section 1. That Article III of Chapter 33 is hereby amended by repealing said Article III of Chapter 33 in its entirety, and substituting in lieu thereof the following:

ARTICLE III – CRIME-FREE HOUSING PROGRAM

33-3-1 PURPOSE: The goal of the City of Belleville Crime-Free Housing Program is to increase the quality of life of residents by partnering the City with Owners, Landlords and Managing Agents to decrease the incidents of public safety violations and criminal activity in rental properties.

This program will collect current and accurate information identifying existing Rental Properties, Owners, Landlords, and Managing Agents in the City of Belleville. This information shall be used by the Department of Health and Housing, Police Department and Fire Department to perform their respective duties.

It is not the intent of this Ordinance and it shall not be construed or enforced in any manner which would affect the tenancy of a Tenant whose only involvement in an incident has been as the victim of a crime.

33-3-2 CRIME-FREE HOUSING COMMITTEE: The Crime-Free Housing Committee is established to evaluate and respond to concerns brought forward by the public, police, residents and tenants.

The Mayor shall appoint the members of the Crime-Free Housing Committee and it shall consist of two (2) owner-occupied homeowners, two (2) landlords, two (2) tenants, two (2) city council members, one (1) licensed real estate professional and one (1) property manager; no two

(2) members shall be from the same company or entity. The Health and Housing Director and Crime-Free Housing Enforcement Officers shall attend each meeting. The Committee shall meet at a minimum of two (2) times per year at least six (6) months apart or more often as needed to review progress and address concerns brought forth by interested parties. At each meeting, the Committees shall be given the most current crime statistics and an accounting of all funds received and expended pursuant to this Ordinance.

33-3-3 SCOPE: This Ordinance shall apply to every building or portion thereof rented as residential Rental Units located within the corporate limits of the City of Belleville, Illinois, as its corporate limits are now or hereafter altered, without regard to the zoning classification of the property, excepting the following:

- a) Nursing homes as defined in the Belleville Zoning Code;
- b) Hotels and motels as defined in the Belleville Zoning Code;
- c) Public housing owned by a governmental agency;
- d) Dormitories and other housing units owned or managed by a public or private educational institution such as a college or school.

33-3-4 APPLICABILITY: This Ordinance shall apply to all Owners, Landlords, and Managing Agents of residential rental property located within the corporate limits of the City of Belleville, Illinois, as its corporate limits are now or hereafter altered, without regard to the zoning classification of the property.

33-3-5 NOTICES: Any written notice required to be given to the Owner of a Rental Unit under this Ordinance shall be addressed to such Owner, Landlord and/or Managing Agent, as applicable, at the address(es) on the Rental Property Registration form.

33-3-6 DEFINITIONS: The following words and phrases, when used in this Ordinance, shall have the meaning respectively ascribed to them in this section, except where the context otherwise requires.

Chief of Police means the Chief Law Enforcement Officer of the Department of Police of the City of Belleville, Illinois, or his/her designee, responsible for law enforcement and the investigation of complaints of violations with the provisions of this Ordinance to ensure compliance with this Ordinance.

City means the City of Belleville, Illinois, or as appropriate, its employees, officers, agents, consultants, or contractors acting under and within the scope of authority of the City to carry out and enforce the provisions of this section.

Certificate means Crime Free Housing Certification Certificate.

Director means the Director of Health and Housing, or his/her authorized designee.

Duplex means a building with two (2) Rental Units.

Landlord means the same as Managing Agent.

Managing Agent means one or more persons or business entities that have charge, care, or control of a building in whole, or part thereof, in which rental units are maintained. Managing Agents are contractors of the Owner, and can act on behalf of the Owner as per the stipulations of their contract. If a Managing Agent is appointed by an Owner, the City of Belleville will first contact the Managing Agent, and then the Owner regarding any issues or violations requiring attention.

Multi-Family Building means a structure that contains three (3) or more Rental units.

Occupant(s) means the legal resident, or Tenant, of a Rental Unit who enjoys the exclusive use of the Rental Unit as stipulated in the Rental Agreement.

Owner means one (1) or more persons, jointly, severally or in common, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

Organization shall include a corporation, trust, estate, partnership, association, or any other legal or commercial entity. The term shall not include a lessee who previously occupied a Rental Unit and who is subleasing the unit for the remaining part of his or her lease.

Property Maintenance Code means the International Property Maintenance Code as adopted by the City of Belleville, Illinois, as amended.

Rental Agreement means all agreements, written or oral, concerning the right to use or occupy a Rental Unit for a specified period of time. It shall also include subleases.

Rental Property means a structure with one or more residential units, which are leased for occupancy. However, it does not include property excluded under **Section 33-3-3** above.

Rental Unit means one (1) or more rooms in a structure arranged, designed and used as a residence of living quarters by one (1) or more persons who are not its owner(s), and contained within a Rental Property as defined herein. It includes Single Family, Multi-Family, boarding house, duplexes, lodging house, mobile homes, and trailers.

Rent means any payment made to or any consideration given to an Owner, Landlord, or Local Agent pursuant to a Rental Agreement.

Single Family Dwelling means a residential structure with one (1) rental unit.

Tenant means the same as Occupant(s) above.

33-3-7 RENTAL PROPERTY REGISTRATION: It shall be unlawful for any Owner, Landlord or Managing Agent, as defined herein, to lease or operate a Rental Property without

first registering it with the Director of Health and Housing and complying with the provisions of this Ordinance, together with other applicable codes and ordinances of the City.

- a) Within thirty (30) days of any change of ownership of a rental property, the new owner shall re-register the property as such by completing the **Rental Property Registration** form (**Attachment A**). A change of ownership shall include any change in ownership rights, including execution of a Contract for Deed, whether recorded or not.
- b) The registration of Rental Property(ies) shall expire on the 1st day of November of each year, and must be renewed by October 31st of each year. The annual registration fee shall be \$25.00 per Rental Unit.
- c) No Owner shall be allowed to register any property if the Owner has outstanding fees, fines, liens or judgments due and owing to the City.
- d) Registration may be denied by the City as provided in this Ordinance. If registration is denied or revoked, the City shall notify the Owner, Landlord, or Managing Agent as applicable, in writing, of the denial and the reasons therefore, and provide an opportunity to appeal the decision pursuant to this Ordinance.
- e) Registration, or renewal thereof, shall not be allowed if the Owner fails to comply with this and/or all other applicable City Ordinances.

33-3-8 ADMINISTRATIVE APPEALS: An Owner, Landlord or Managing Agent may appeal a registration denial to the Mayor's Office within ten (10) days of the date of written notice to such Owner, Landlord or Managing Agent, of the denial of registration. The Appeal must be in writing and state the reasons the Owner, Landlord or Managing Agent disagrees with the determination to deny registration. A hearing on the Appeal in accordance with the provisions of Section 33-3-18 hereunder shall be conducted by the Hearing Officer appointed hereunder. The Mayor, with the advice and consent of the Council, shall appoint as Hearing Officer an attorney licensed in the State of Illinois to conduct all hearings hereunder.

33-3-9 RENTAL PROPERTY REGISTRATION FORM: Rental Property Registration, or renewal(s) thereof, shall be filed with the Director using the **Rental Property Registration** form (**Attachment A**) provided by the City, and shall include the following information:

- a) Owner's name, address, telephone, and Crime Free Housing Certificate number. It shall also include the owner's e-mail and website address if one exists.
- b) Landlord / Managing Agent's name, address, telephone, and Crime Free Housing Certificate number. It shall also include the Landlord / Managing Agent's e-mail address and website information if one exists.
- c) The street address of each Rental Property and the name of the complex if so named.
- d) The total number of Rental Units and their specific designations (Apts. 1, 2, 3, etc., or A, B, C, etc.) at each street address.
- e) A signed statement of the Owner (and the Landlord / Managing Agent, if applicable) acknowledging the City's Building and Property Maintenance Codes

and all pertinent Ordinances (i.e. zoning, occupancy, weeds, trash, etc.) and the legal ramifications for knowingly violating any of these Codes / Ordinances.

33-3-10 LOCAL AGENT REQUIRED: The Owner of any Rental Unit covered by this Ordinance shall be available to respond if requested within 24 hours. This requirement may be met by maintaining an operating business or owner residence within 50 miles of the City of Belleville, or by use of a local Landlord or Managing Agent who resides within 50 miles of the City of Belleville, either of whom can be contacted on a 24 hour basis. If a local Landlord or Managing Agent is used, the Owner shall identify the Landlord or Managing Agent on the **Rental Property Registration** form. A post office box, e-mail address, mailing address, or long distance toll free (e.g. 800) numbers shall not be deemed sufficient to meet the provisions of this Ordinance.

33-3-11 CRIME FREE HOUSING CERTIFICATION: All Owners, Landlords and/or Managing Agents must complete the City of Belleville Training Program or have been certified by another municipality's crime free housing program.

The City of Belleville Training Program will consist of the following items:

- a) Crime Free Housing Overview
- b) Applicant Screening – Protected Classes
- c) Crime Free Lease Addendums/Ordinance and Community Rules
- d) Rental Law – Resources for eviction and other legal information
- e) Criminal Behavior and Crime Prevention
- f) Crime Prevention through Environmental Designs – Target Hardening
- g) Rental Incident Forms and Reporting Procedures

33-3-12 RENTAL AGREEMENT ADDENDUM: An Owner, Landlord and/or Managing Agent must be cognizant of the public health, safety and welfare of the neighborhood and its citizens. In order to preserve this trust, the Owner, Landlord and/or Managing Agent must have all available information regarding a prospective Tenant's criminal activity prior to making a decision to rent to the prospective Tenant. Therefore, all Owners, Landlords, and/or Managing Agents shall conduct a **US Comprehensive Criminal Search** prior to executing a Rental Agreement. A signed copy of the **US Comprehensive Criminal Search Verification** and a signed copy of the **Crime Free Rental Agreement Addendum** must accompany the Rental Agreement when the Tenant obtains the Occupancy Permit. The Addendum and Verification form will be kept on file at the City of Belleville Health and Housing office. The **US Comprehensive Criminal Search Verification** form (**Attachment B**) and the **Crime Free Rental Agreement Addendum** form (**Attachment C**) will be available for the Owner, Landlord, and/or Managing Agent's use at the City of Belleville Health and Housing office or on their website.

33-3-13 US COMPREHENSIVE CRIMINAL SEARCH: All Owners / Landlords / Managing Agents shall:

- a) Conduct a US Comprehensive Criminal Search on all prospective tenants and occupants age 18 and over prior to executing a lease or rental agreement. The search must go back at least seven (7) years including all known addresses, and must also check nationally recognized sex offender registration websites. The Owner, Landlord or Managing Agent may conduct this search, or may have a reputable agency conduct this search at own expense. A fee may be incurred.
- b) Conduct a US Comprehensive Criminal Search on all persons / occupants age 18 and over prior to allowing the person(s) / occupant(s) to be added to the Occupancy Permit. The search must go back at least seven (7) years including all known addresses, and must also check nationally recognized sex offender registration websites. The Owner, Landlord or Managing Agent may conduct this search, or may have a reputable agency conduct this search at own expense. A fee may be incurred.

The Owner / Landlord / Managing Agent is required to maintain the US Comprehensive Criminal Search(es) on file as long as the tenant occupies the unit.

33-3-14 US COMPREHENSIVE CRIMINAL SEARCH VERIFICATION: All Owners, Landlords, and/or Managing Agents shall complete and submit a US Comprehensive Criminal Search Verification form along with the Lease or Rental Agreement when the tenant obtains the Occupancy Permit. This form must also be completed and submitted before permission will be granted to add a person to the Occupancy Permit. This form (**Attachment B**) shall include the following:

A thorough US Comprehensive Criminal Search for the past seven (7) years including all known addresses, and including nationally recognized sex offender registration websites has been conducted by (name of company / individual performing search) on (date) on the following persons who will reside at (address).

- 1. Name, Birthdate
- 2. Name, Birthdate
- 3. Name, Birthdate

In compliance with City of Belleville Ordinance 33-3-14, I have reviewed all US Comprehensive Criminal Searches of all individuals 18 years of age and older prior to executing the Rental Agreement.

Signature of Owner / Landlord / Managing Agent

Title of Owner / Landlord / Managing Agent

33-3-15 CRIME FREE RENTAL AGREEMENT ADDENDUM shall include the following:

Tenant acknowledges that the City of Belleville has enacted a Crime Free Housing Ordinance, and in addition to all other terms of the Rental Agreement, Owner / Landlord / Managing Agent and Tenant agree as follows:

The Tenant, any occupant or member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, at or near the leased premises (Rental Unit), common areas or appurtenances:

- 1) Shall NOT commit any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law;
- 2) Shall NOT engage in any act intended to facilitate the commission of any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law.
- 3) Shall NOT use or permit the use of the leased premises (Rental Unit) for the commission of any act that would constitute a felony or a Class A misdemeanor under Illinois law;
- 4) Shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises (Rental Unit) which is the responsibility of the Tenant or relate to the conduct of the Tenant.

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

In case of conflict between the provisions of this Addendum and any other provisions of the Rental Agreement, the provisions of this Addendum shall govern to the extent permitted by applicable law.

This Addendum is incorporated into the Rental Agreement executed or renewed this day between the Owner / Landlord / Managing Agent and the Tenant.

The Addendum must include the address of the Rental Unit. It must also be signed and dated by the Owner / Landlord / Managing Agent and all Tenants / Occupants of age 18 or older.

33-3-16 REPORTING OF ACTIVITY AT RENTAL UNITS: A **Rental Incident Form (RIF)** may be created by the responding police officer on a call to a Rental Unit related to disturbances or criminal activity at or near that Rental Unit.

33-3-17 CRIME FREE HOUSING CERTIFICATE: All Owners, Landlords or Managing Agents of any Rental Property located within the City shall first qualify for and possess a current and valid Crime Free Housing Certificate. The Certificate shall be specific to the individual and shall not be transferable. No Owner, Landlord or Managing Agent shall qualify for a Crime Free Housing Certificate unless the applicant first documents to the Director of Health and Housing:

- a) The Owner, Landlord or Managing Agent has attended and successfully completed a seminar, conducted or authorized by the Director of Health and Housing for Owners, Landlords and Managing Agents; and
- b) The Owner, Landlord or Managing Agent has satisfied and paid all fees, fines, judgments and liens in favor of the city and against the licensed or proposed licensed Owner, Landlord, or Managing Agent or the Rental Property.

33-3-18 CRIME FREE HOUSING CERTIFICATE SUSPENSION AND REVOCATION: It shall be a violation of this Article III for any Owner, Landlord or Managing Agent of a Rental Unit to:

- a) fail to take prompt, diligent, and lawful steps to remove the Tenant from possession of the Rental Unit:
 - 1. following notice of the commission of a felony or a Class A misdemeanor in the Rental Unit where allowed or permitted by Tenant; or
 - 2. following notice of four (4) ordinance violations committed within any six-month period in the Rental Unit, or in common areas related to the Rental Unit, where allowed or permitted by Tenant; or
 - 3. following notice of other violation of the **Crime Free Rental Agreement Addendum (Attachment C)**, as now or as hereafter amended, where violation of that addendum expressly constitutes good cause for termination of the Rental Agreement.
- b) fail to pay and satisfy any fee, fine, judgment or lien in favor of the City and against the licensed Owner, Landlord or Managing Agent, or the Rental Property.

The Director of Health and Housing shall provide notice to the Owner, Landlord, or Managing Agent that a complaint has been filed with the Hearing Officer appointed hereunder. The Hearing Officer shall conduct a hearing to suspend or revoke the **Crime Free Housing Certificate** of any Owner, Landlord, or Managing Agent where, after notice and hearing, the Hearing Officer shall make findings determining:

- a) Whether any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law was committed on the leased premises (Rental Unit) or on common areas related to the leased premises (Rental Unit);
- b) Whether four (4) or more violations of City ordinances were committed within any six-month period within the leased premises (Rental Unit), or on common areas related to the leased premises (Rental Unit);
- c) Whether the certified Owner, Landlord, or Managing Agent failed to take prompt, diligent, and lawful steps to remove the Tenant from possession of the leased premises (Rental Unit):
 - 1. Following notice of the commission of a felony or a Class A misdemeanor in the leased premises (Rental Unit) where committed, allowed or permitted by Tenant; or
 - 2. Following notice of four (4) ordinance violations committed within any six-month period in the leased premises (Rental Unit), or in common areas

- related to the leased premises (Rental Unit), where committed, allowed or permitted by Tenant; or
- 3. Following notice of other violation of the **Crime Free Rental Agreement Addendum (Attachment C)**, as now or as hereafter amended, where violation of that addendum expressly constitutes good cause for termination of the Rental Agreement.
- d) Whether the Owner, Landlord or Managing Agent failed to pay and satisfy any fee, fine, judgment or lien in favor of the City and against the licensed Owner, Landlord or Managing Agent, or the Rental Property.

The City and the Owner, Landlord or Managing Agent shall be given fourteen (14) days' notice of any hearing under this section for the suspension or revocation of a Crime Free Housing Certificate, and the City and the Owner, Landlord or Managing Agent shall be given an opportunity to present relevant evidence. If the hearing on suspension or revocation of a Crime Free Housing Certificate is to be based on the conduct of a Tenant or the conduct in a Tenant's Rental Unit, then Tenant shall also be given fourteen (14) days' notice of any hearing under this section and shall also be given an opportunity to be heard. The Hearing Officer shall have the power to administer oaths and require the attendance of any City employees. The hearing shall be recorded. Upon consideration of the evidence presented at hearing, the Hearing Officer shall make written findings of fact and issue a written decision, which shall be promptly mailed to the City and the Owner, Landlord or Managing Agent as applicable. The affirmative defense provided in 735 ILCS 5/9-106.2 shall be available to the Owner, Landlord, Managing Agent or Tenant at any hearing held hereunder.

If at the hearing held hereunder, the Hearing Officer finds a violation of this Article III, the Hearing Officer shall be authorized to order as to the Owner, Landlord, or Managing Agent, one or more of the following:

- a) Retraining and successful completion of a Crime Free Housing seminar, conducted or authorized by the Director of Health and Housing within a specified time frame to be determined by the Hearing Officer;
- b) Suspension of the Owner, Landlord, or Managing Agent's Crime Free Housing Certificate for up to ninety (90) days or sixty (60) days after completion of corrective action, during which time the Owner, Landlord, or Managing Agent will be unable to issue any new Rental Agreements;
- c) Revocation of the Owner, Landlord, or Managing Agent's Crime Free Housing Certificate.

Notwithstanding any contrary provision herein, the Owner, Landlord or Managing Agent may invoke at hearing an affirmative defense set forth in Section 9-106.2 of the Illinois Code of Civil Procedure (735 ILCS 5/9-106.2) that, if proven by a preponderance of the evidence, shall avoid the requirement to remove the Tenant from the leased premises (Rental Unit) for any initial incident involving domestic violence or sexual violence at the leased premises (Rental Unit), provided that the Owner, Landlord or Managing Agent must have barred the perpetrator of such domestic violence or sexual violence in accordance with applicable subsections (f) and/or (g)

thereof.

33-3-19 FINES: Violations of this Ordinance shall be punishable by a fine of not less than Two-Hundred-Fifty dollars (\$250.00) for the first violation, or Five-Hundred dollars (\$500.00) for the second and all subsequent violations. Fines shall not exceed Five-Hundred dollars (\$500.00) for any violation. Each day shall constitute a separate and continuing violation. The City may seek remedies which include corrective action, prohibitions, or revocations as a part of its relief.

33-3-20 SEVERABILITY: If any section, provision, or part of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect and the application thereof to other persons, entities, or circumstances shall not be affected thereby.”

Section 2. That conflicting ordinances or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

Section 3. This ordinance shall take effect ten (10) days from and after its passage, approval and publication all as provided by law. Unless otherwise extended by the City Council, this ordinance shall expire in its entirety on October 31, 2017.

PASSED by the City Council of the City of Belleville, Illinois on this 16th day of September, 2013 on the following roll call vote:

	<u>AYE</u>	<u>NAY</u>
Michael Heisler	<u>X</u>	_____
Ken Kinsella	<u>X</u>	_____
Janet Schmidt	<u>X</u>	_____
Melinda Hult	_____	<u>X</u>
Kent Randle	<u>X</u>	_____
Arnold "Gabby" Rujawitz	<u>X</u>	_____
Johnnie Anthony	<u>X</u>	_____
James Davidson	<u>X</u>	_____
Joseph W. Hayden	<u>X</u>	_____
Phillip Silsby	<u>X</u>	_____
Paul Seibert	<u>X</u>	_____
Bob White	<u>X</u>	_____
Lillian Schneider	_____	<u>X</u>
Trent Galetti	_____	<u>X</u>
Joe Orlet	<u>X</u>	_____
James Musgrove	<u>X</u>	_____

APPROVED by the Mayor of the City of Belleville, Illinois this 16TH day of SEPTEMBER, 2013.

Mark W. Eckert
MAYOR

ATTEST:

Dallas B. Cook
CITY CLERK



City of Belleville

Health and Housing Department

407 E. LINCOLN ST.
BELLEVILLE, ILLINOIS 62220

(618) 233-6817 Fax (618) 233-8152 mqain@belleville.net

Rental Property Registration

Initial Registration Annual Renewal With Changes Annual Renewal Without Changes

Company / Owner Name: _____ CFH Certificate # _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____ Fax: _____

E-Mail: _____ Website: _____

OWNER INFORMATION: Partnerships or corporations must attach a separate sheet listing all names and addresses of general partners, corporate officers, and registered agents. In case of a Trust, list the information of the registered agent authorized to act on behalf of the Trust.

If the property(ies) are managed by someone other than the owner or owner's company, complete the following section:

I have contracted (Name): _____ CFH Certificate # _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____ Fax: _____

E-Mail: _____ Website: _____

to act as my Managing Agent for the below listed properties, and who shall be the first line of contact in any property management issues. I also certify I am aware of the City's Building, Zoning, and Crime Free Housing Codes and Ordinances, and am aware of the legal ramifications for *knowingly* violating any of these codes. I further certify that both, I and my Managing Agent have satisfactorily completed all requirements of the Crime Free Housing Ordinance of the City of Belleville, or will do so within six months of this date.

Signature of Owner

Signature of Managing Agent

Printed Name of Owner

Printed Name of Managing Agent

Date

Date

Rental Property Registration (cont)

1. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
2. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
3. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
4. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
5. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
6. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
7. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
8. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
9. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
10. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
11. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____
12. Address: _____ Inclusive Units: _____
Name of Complex: _____ Number of Units: _____

Total Number of Units: _____

Fee per Unit: \$ 25.00

Total Fees Due: _____



City of Belleville
407 E. LINCOLN ST.
BELLEVILLE, ILLINOIS 62220

Health and Housing Department
(618) 233-6817 Fax (618) 233-8152

US Comprehensive Criminal Search Verification

A thorough US Comprehensive Criminal Search for the past seven (7) years including all known addresses, and including nationally recognized sex offender registration websites has been conducted by

_____ on _____
Name of Company / Individual Performing Search Date

on the following occupants who will reside at _____
Address of Rental Unit

Name	Birth Date
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

In compliance with City of Belleville Ordinance 33-4-14, I have reviewed all US Comprehensive Criminal Searches of all individuals 18 years of age and older prior to executing the Lease or Rental Agreement.

Signature of Owner / Landlord / Managing Agent

Title of Owner / Landlord / Managing Agent



City of Belleville
407 E. LINCOLN ST.
BELLEVILLE, ILLINOIS 62220

Health and Housing Department

(618) 233-6817 Fax (618) 233-8152

Crime Free Lease Addendum

The Tenant, any occupant or member of the tenant's household, any guest or any other person or persons associated with the tenant or his or her household, at or near the premises (Rental Unit), common areas or appurtenances:

- 1) Shall NOT commit any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law;
- 2) Shall NOT engage in any act intended to facilitate the commission of any act or omission that would constitute a felony or a Class A misdemeanor under Illinois law;
- 3) Shall NOT use or permit the use of the leased premises (Rental Unit) for the commission of any act that would constitute a felony or a Class A misdemeanor under Illinois law;
- 4) Shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the leased premises (Rental Unit) which is the responsibility of the Tenant or relate to the conduct of the Tenant.

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

In case of conflict between the provisions of this Addendum and any other provisions of the Rental Agreement, the provisions of this Addendum shall govern to the extent permitted by applicable law.

This Addendum is incorporated into the Rental Agreement executed or renewed this day between the Owner / Landlord / Managing Agent and the Tenant.

This Addendum must include the address of the Rental Unit. It must also be signed by the Owner / Landlord / Managing Agent and all Tenants / Occupants of age 18 or older.

Address of Rental Unit

Landlord /Managing Agent Name

Landlord/Managing Agent Signature

Date

1) Tenant Printed Name

Tenant Signature

Date

2) Tenant Printed Name

Tenant Signature

Date

3) Tenant Printed Name

Tenant Signature

Date

Attachment C (Page 2)

<hr/>	<hr/>	<hr/>
4) Tenant Printed Name	Tenant Signature	Date
<hr/>	<hr/>	<hr/>
5) Tenant Printed Name	Tenant Signature	Date
<hr/>	<hr/>	<hr/>
6) Tenant Printed Name	Tenant Signature	Date
<hr/>	<hr/>	<hr/>
7) Tenant Printed Name	Tenant Signature	Date
<hr/>	<hr/>	<hr/>
8) Tenant Printed Name	Tenant Signature	Date