RESOLUTION ADOPTING AN AMENDMENT TO THE ORDINANCE OF THE CITY OF MADISON, MISSISSIPPI ESTABLISHING REGULATIONS TO LICENSE, INVENTORY, INSPECT, AND REPAIR RENTAL PROPERTIES FOR THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF MADISON, AS AMENDED

WHEREAS, The City of Madison finds that certain of its residential neighborhoods could experience declining property values, a concomitant loss of City property tax revenue, and a decline in health, safety, and quality of life due to a lack of inspection and preventive and ongoing maintenance for an increasing number of rental properties owned by absentee landlords;

WHEREAS, the City has received numerous complaints from residents regarding unabated nuisances and risks to health, welfare, and safety caused by poorly maintained rental properties in their neighborhoods, including single family homes, resulting in sanitation problems, traffic safety issues, environmental and health concerns, and code violations;

WHEREAS, the City finds and declares a compelling interest in establishing standards for licensing, inventorying, inspecting, and maintaining properties that are rented or leased for residentiary occupancy, in order to ensure decent, safe, and sanitary residential rental properties in the City and its residential neighborhoods;

WHEREAS, the City has a duty and need to enact regulations that establish safe standards related to preventive and ongoing rental property maintenance, and enable the City to effectively license, inventory, inspect, and, if necessary, repair rental properties, in order to protect the overall health, safety, and welfare of the City's residents;

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the City to adopt ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

WHERAS, Section 21-19-25 of the Mississippi Code authorizes the City to adopt codes by ordinance dealing with the general public health, safety, or welfare, or a combination of the same; and

WHEREAS, the City has previously adopted an ordinance dated July 15, 2008, governing the licensing, inspection, maintenance, and repair of rental properties within the corporate limits of the City, and has subsequently adopted an amendment to said ordinance dated May, 8, 2010; and adopted an ordinance dated July 21, 2015;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND BOARD OF THE CITY OF MADISON, MISSISSIPPI, that:

1) The current rental property ordinance shall be amended;

2) The title shall be amended from:

AN ORDINANCE OF THE CITY OF MADISON, MISSISSIPPI ESTABLISHING REGULATIONS TO LICENSE, INVENTORY, INSPECT, AND REPAIR RENTAL PROPERTIES FOR THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF MADISON, AS AMENDED

to the amended title:

"AMENDMENT TO THE ORDINANCE OF THE CITY OF MADISON, MISSISSIPPI ESTABLISHING REGULATIONS TO LICENSE, INVENTORY, INSPECT, AND REPAIR RENTAL PROPERTIES FOR THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF MADISON, AS AMENDED"

3) Section 5(c) shall be amended from:

c. Surety for repairs. The Owner shall post and maintain in effect a bond, collateral, or letter of credit as surety with the application for any future correction orders issued by the Building Official pursuant to RIPLA. The amount of surety required shall be equal to the number of Dwelling Units multiplied by ten thousand dollars ($10,000) each

to the amended provision:

c. Surety for repairs. The Owner shall post and maintain in effect a bond, collateral, or letter of credit as surety with the application for any future correction orders issued by the Building Official pursuant to RIPLA. The amount of surety required shall be equal to the number of Dwelling Units multiplied by fifteen thousand dollars ($15,000) each.

4) Section 7(b) shall be amended from:

b. Duration. A Certificate of Compliance shall expire upon the termination of the rental agreement or lease governing the Rental Unit for which such Certificate of Compliance was issued. Prior to reletting the unit, the Owner shall notify the City of such intent to relet and obtain a new Certificate of Compliance. The Building Official shall have ten (10) days following such notification to complete such inspection.

to the amended provision:

b. Duration. A Certificate of Compliance shall expire one (1) year after the issue date, or upon the termination of the rental agreement or lease governing the Rental Unit for which such Certificate of Compliance was issued, whichever occurs first. Prior to reletting the unit, the Owner shall notify the City of such intent to relet and obtain a new Certificate of Compliance.

The Building Official shall have ten (10) days following such notification to complete such inspection. Upon the date of inspection for a Certificate of Compliance, if the owner or his agent fails to appear at the Dwelling, a later inspection shall be conducted and a fee of one hundred ($100) dollars shall be assessed to the absent owner for each re-inspection.

* * * * *

The above and foregoing Resolution having previously been reduced to writing, a motion was made by Alderman Bowering and a second by Alderman Tatum to approve and adopt the Resolution and no request having been made by the Mayor or any member of the Board of Aldermen that said Resolution be read by the City Clerk before a vote was taken. Said Resolution was adopted by the Board of Aldermen with results being as follows:

Alderman Strain voted:	Aye
Alderman Tatum voted:	Aye
Alderman Peeler voted:	Aye
Alderman Jacobs voted:	Aye
Alderman Hickok voted:	Aye
Alderman Hudgins voted:	Aye
Alderman Bowering voted:	Aye

The motion having received the affirmative vote of 7 members of the Board of Aldermen present, the Mayor declared the motion so carried and this Resolution adopted on this 20th day of November, 2018.

CITY OF MADISON, MISSISSIPPI

BY: Mary Hawkins Butler 11-19-18
Mary Hawkins Butler, Mayor

ATTEST:

Susan B Crandall
Susan Crandall
City Clerk/Administrative Director

AN AMENDMENT TO THE ORDINANCE OF THE CITY OF MADISON, MISSISSIPPI ESTABLISHING REGULATIONS TO LICENSE, INVENTORY, INSPECT, AND REPAIR RENTAL PROPERTIES FOR THE HEALTH, SAFETY, AND WELFARE OF THE CITIZENS OF MADISON, AS AMENDED

PREAMBLE

WHEREAS, The City of Madison finds that certain of its residential neighborhoods could experience declining property values, a concomitant loss of City property tax revenue, and a decline in health, safety, and quality of life due to a lack of inspection and preventive and ongoing maintenance for an increasing number of rental properties owned by absentee landlords;

WHEREAS, the City has received numerous complaints from residents regarding unabated nuisances and risks to health, welfare, and safety caused by poorly maintained rental properties in their neighborhoods, including single family homes, resulting in sanitation problems, traffic safety issues, environmental and health concerns, and code violations;

WHEREAS, the City finds and declares a compelling interest in establishing standards for licensing, inventorying, inspecting, and maintaining properties that are rented or leased for residentiary occupancy, in order to ensure decent, safe, and sanitary residential rental properties in the City and its residential neighborhoods;

WHEREAS, the City has a duty and need to enact regulations that establish safe standards related to preventive and ongoing rental property maintenance, and enable the City to effectively license, inventory, inspect, and, if necessary, repair rental properties, in order to protect the overall health, safety, and welfare of the City's residents;

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the City to adopt ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

WHERAS, Section 21-19-25 of the Mississippi Code authorizes the City to adopt codes by ordinance dealing with the general public health, safety, or welfare, or a combination of the same; and

WHEREAS, the City has previously adopted an ordinance dated July 15, 2008, governing the licensing, inspection, maintenance, and repair of rental properties within the corporate limits of the City, and has subsequently adopted an amendment to said ordinance dated May, 8, 2010; and adopted an ordinance dated July 21, 2015;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF MADISON, MISSISSIPPI, THAT THIS ORDINANCE SHALL AMEND THE PREVIOUS ORDINANCES THAT GOVERN THE LICENSING, INSPECTION, MAINTENANCE, AND REPAIR OF RENTAL PROPERTIES WITHIN THE CORPORATE LIMITS OF THE CITY, AND SAID ORDINANCE SHALL HEREAFTER BE AS FOLLOWS:

1. TITLE

This Ordinance shall be known as the Rental Inspection and Property Licensing Act ("RIPLA") of the City of Madison, Mississippi.

2. PURPOSE

The purpose of RIPLA is to preserve and promote the public health, safety, and general welfare of the City's residents and of the public generally, and to assure the proper maintenance of the City's residential rental housing stock.

3. DEFINITIONS

a. Apartment: A Dwelling Unit located in a Multiple-Household Dwelling for occupancy by one (1) Household, either rented or leased to the occupants.

b. Boarding House: A building other than a Hotel or Motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for two (2) or more persons (other than legally related family members) on a weekly or monthly basis.

c. Building Official: The City official designated by the Mayor and Board of Aldermen to administer and enforce RIPLA, and such representatives as may be appointed by such City official.

d. Certificate of Compliance: A certificate issued pursuant to RIPLA by the Building Official to ensure that a Dwelling Unit is in conformance with the provisions of RIPLA.

e. City: The City of Madison, Mississippi.

f. Condominium: An estate in real property consisting of an undivided interest in common of a portion of a parcel of real property, together with a separate interest in space in a residential building on such real property.

g. Cooperative: A Multiple-Household Dwelling owned and maintained by the residents. The entire structure and real property is under common

ownership, as contrasted to a Condominium Dwelling where individual units are under separate individual occupant ownership.

h. Dormitory: A residential building used as group living quarters for students of an institution of higher education, high school, middle school, or elementary school.

i. Duplex: A detached residential building designed to be occupied by two (2) Households living independently of each other.

j. Dwelling: A building, or portion thereof, that is designed and used for human habitation.

    i. Dwelling, Single-Household: A detached residential building designed for occupancy by one (1) Household.

    ii. Dwelling, Multiple-Household: A building or group of buildings, or portion thereof, that is occupied by two (2) or more Households occupying each unit independently of each other. The term "Multiple-Household Dwelling" shall be deemed to include Cooperatives, Duplexes, Timeshare Projects, Townhouses, and buildings containing Apartments and Condominiums. The provisions of RIPLA shall apply both to specific Rental Units and the Owners of such Rental Units, as well as to the home owners' association or similar entity that owns, operates, manages, or maintains the Premises and Dwelling, or any portion thereof.

k. Dwelling Unit: A room or group of rooms occupied or intended to be occupied as separate living quarters for one (1) Household.

l. Fraternity or Sorority House: A residential building used as group living quarters for students of an institution of higher education who are members of a club, social activity, or organization, whether officially recognized by or associated with such institution of higher education or not.

m. Hotel or Motel: A building or group of buildings where lodging, food, and various personal services are provided for persons who are usually but not always transients for compensation.

n. Household: One (1) person living alone, or two (2) or more persons living together as a single housekeeping unit, whether related to each other legally or not. The term "Household" shall be deemed to include domestic servants employed by such Household when such servants are on-premise residents. The term "Household" shall also be deemed to include groups occupying a Boarding House; Convent, Monastery, or other facility

occupied by a religious order; Dormitory; Fraternity or Sorority House; Hotel or Motel; Rooming House; or similar Dwelling for group use that is not exempt under the provisions of RIPLA.

o. Manage: (for purposes of this ordinance) To exercise control over the premises on behalf of the owner, including but not limited to the act of receiving and depositing, directing the deposit or otherwise exercising control over rent payments, whether or not any other manifestations of control are exercised.

p. Owner: Any Person that individually, jointly, or severally with others: (1) has legal or equitable title to any Premises, Dwelling, Dwelling Unit, or Rental Unit, with or without accompanying actual possession thereof; or (2) has charge, care, or control of any Premises, Dwelling, Dwelling Unit, or Rental Unit as agent of the Owner or as receiver, executor, administrator, trustee, or guardian of the estate of the beneficial Owner.

q. Person: An individual, firm, association, organization, partnership, trust, company, corporation, or other legal entity. The term "Person" shall be deemed to include any agent, assignee, receiver, executor, administrator, trustee, or guardian thereof.

r. Premises: A lot, plot, or parcel of land upon which a Dwelling is located, including any other structures thereon.

s. Rental License: A license issued pursuant to RIPLA by the Building Official allowing a Person to own, operate, manage, or maintain a Single-Household or Multiple-Household Dwelling located in the City, which such Dwelling contains one (1) or more Rental Units.

t. Rental Unit: A Dwelling Unit that is currently rented or leased to one (1) or more Tenants, at least one (1) of whom is not legally related to the Owner of such Dwelling Unit.

u. Rooming House: A building where lodging only is provided for compensation to two (2) or more persons.

v. Same Ownership: Ownership by the same individual, firm, association, organization, partnership, trust, company, corporation, or other legal entity; or ownership by different individuals, firms, associations, organizations, partnerships, trusts, companies, corporations, or other legal entities; in which an associate, member, partner, trustee, or shareholder, or a member of his/her family, owns a legal or equitable interest in each firm, association, organization, partnership, trust, company, corporation, or other legal entity.

w. Tenant: Any individual who occupies or has a leasehold interest in a Rental Unit under a lawful lease or rental agreement, whether oral or written, express or implied.

x. Timeshare Project: A project in which a purchaser receives the right in perpetuity, for life, or for a term of years to the recurrent, exclusive use or occupancy of a Dwelling Unit, annually or on some other periodic basis, for a period of time that has been or will be allotted from the use or occupancy periods into which the project has been divided, or a project in which a license or contractual or membership right of occupancy is not coupled with an estate in the real property.

y. Townhouse: A Multiple-Household Dwelling constructed as a series or group of attached Dwelling Units with property lines separating each unit.

4. APPLICABILITY

a. The regulations contained in RIPLA shall apply to all residential rental properties in the City except as provided herein.

5. RENTAL LICENSE

a. Rental License required. It shall be unlawful for any person to own, operate, manage, or maintain a Single-Household or Multiple-Household Dwelling located in the City, which such Dwelling contains one (1) or more Rental Units, without a current and valid Rental License having been issued for such Dwelling. Any Person owning, operating, managing, or maintaining one or more than one (1) such Dwelling shall obtain a Rental License for each separate location. It shall further be unlawful for any person to occupy any such dwelling that does not have a current and valid Rental License, after such occupant has been given not less than 15 days written notice of such deficiency.

b. Application. A written application for a Rental License, signed by the Owner or his/her agent, shall be filed with the Building Official, upon a form provided by the Building Official for such purpose. The following information shall be required in the application:

i. The street address of the Dwelling.

ii. The name, physical and mailing address, telephone number, telefax number, and email address of each Owner within the Same Ownership.

iii. The name, address, telephone number, telefax number, and email address of a registered agent living within the City who is

designated to receive notices and service of process and is authorized to grant consent for the City to inspect the Premises, Dwelling, Dwelling Units and Rental Units.

iv. A license fee of one hundred dollars ($100) per Dwelling Unit and one hundred dollars ($100) for the Dwelling as a whole.

v. The number and type (by bedroom) of Dwelling Units.

c. Surety for repairs. The Owner shall post and maintain in effect a bond, collateral, or letter of credit as surety with the application for any future correction orders issued by the Building Official pursuant to RIPLA. The amount of surety required shall be equal to the number of Dwelling Units multiplied by fifteen thousand dollars ($15,000) each.

d. Duration. A Rental License shall be valid for a period of one (1) year from its issuance date. An application for renewal may be filed within thirty (30) days prior to the expiration date.

e. Updates required. If, subsequent to the issuance of a Rental License, the Dwelling for which such Rental License was issued is modified with the effect of adding or removing Dwelling Units, such Rental License shall be updated within thirty (30) days after such modification to reflect the new number of Dwelling Units.

f. Display. A Rental License issued pursuant to RIPLA for a Multiple-Household Dwelling shall be displayed in a conspicuous place at the rental unit, to which all Tenants have access.

g. [DELETED]

6. COMPLIANCE STANDARDS

a. Obligation to comply. The Owner of a Rental Unit in a Single-Household or Multiple-Household Dwelling located in the City shall be responsible for complying with each of the following:

i. The provisions of RIPLA.

ii. All housing codes of the City, however titled or designated.

iii. Technical codes of the City in effect at the time building permits were issued for such Dwelling, including the building, electrical, plumbing, and mechanical codes.

iv. The zoning ordinance and the subdivision and environmental ordinances, codes and regulations of the City, including but not limited to the landscape ordinance.

v. State and federal housing laws and administrative regulations.

vi. Judicial and administrative decrees enforcing any of the provisions of RIPLA; the housing code, technical code, zoning code, and subdivision and environmental regulations of the city; and/or state and federal housing laws and administrative regulations.

7. INSPECTION AND CERTIFICATION

a. Certificate of Compliance required. It shall be unlawful for any Person to own, operate, manage, or maintain a Rental Unit in a Single-Household or Multiple-Household Dwelling located in the City without a current and valid Certificate of Compliance having been issued for such Rental Unit. Any person owning, operating, managing, or maintaining more than one (1) such Rental Unit shall obtain a Certificate of Compliance for each separate Rental Unit.

b. Duration. A Certificate of Compliance shall expire one (1) year after the issue date, or upon the termination of the rental agreement or lease governing the Rental Unit for which such Certificate of Compliance was issued, whichever occurs first. Prior to reletting the unit, the Owner shall notify the City of such intent to relet and obtain a new Certificate of Compliance. The Building Official shall have ten (10) days following such notification to complete such inspection. Upon the date of inspection for a Certificate of Compliance, if the owner or his agent fails to appear at the Dwelling or if the owner's home fails inspection, a later inspection shall be conducted and a fee of one hundred ($100) dollars shall be assessed to the absent owner for each re-inspection.

8. NOTICE AND ORDERS

a. Notice of Violation; orders to comply. Whenever the Building Official determines that there has been a violation of the provisions of RIPLA or has grounds to believe that a violation may have occurred based on a complaint filed by a Tenant or any City department to that effect, he/she shall give fifteen (15) days' notice of such alleged violation and orders to comply to the Owner or registered agent. Such orders shall be in writing and include the following: \

i. A description of each offending Rental Unit, Dwelling Unit, and portion of the Dwelling and Premises sufficient for identification.

ii. A statement of the reasons for which the notice is being issued.

iii. Correction orders allowing a reasonable time for completion of the repairs, alterations, or improvements required to bring each Rental Unit, Dwelling Unit, Dwelling, and Premises into compliance with the provisions of RIPLA.

9. ENFORCEMENT

a. Repair by City. If, having received written notice of a violation, the Owner fails to comply with the correction orders within the time set for correction by the Building Official, and takes no appeal, the City may, by resolution, cause the cited deficiency to be remedied as set forth in such correction orders by authorizing the Building Official to complete the necessary repairs, alterations, or improvements and charge the expenses incurred therefor to the Owner.

b. Reimbursement by Owner. The Owner of a Rental Unit, Dwelling Unit, Dwelling, or Premises that is repaired, altered, or improved by the Building Official pursuant to an authorizing resolution shall reimburse the City for the expenses incurred therefor within ten (10) days after receiving a statement of expenses from the Building Official. If payment is not timely received, the City may levy such expenses against the bond, collateral, or letter of credit posted by the Owner with the Rental License application as surety for necessary repairs, alterations, or improvements. Thereafter, within thirty (30) days, the Owner shall replenish such surety with an additional bond, collateral, or letter of credit in an amount necessary to meet the requirements of RIPLA.

c. Liens. If the Owner's surety is insufficient in amount to reimburse the City for expenses incurred for completing repairs, alterations, or improvements, such expenses may be assessed against the real estate upon which such repairs, alterations, or improvements were completed. Upon filing the statement of expenses with the County Clerk, the City shall have a privileged lien on such real estate to secure such expenses. Such lien shall be second only to tax liens, and the amount thereof shall bear interest at the rate of ten (10) percent per annum from the date of payment by the City of such expenses. The City may institute suit to foreclose on such lien to recover such expenses. Neither the completion of repairs, alterations, or improvements by the City, nor the foreclosure of any lien to recover expenses incurred therefor, shall relieve the Owner from prosecution for failure to comply with RIPLA or correction orders given by the Building Official.

d. Warrant Requirement. If the owner or tenant of any premises refuse entry upon request of City officials to carry out inspections incident to enforcement of this ordinance, the City may make application to the appropriate judicial officer for a warrant based upon constitutional

standards in effect at the time of the application, and shall not make entry in absence of consent, lawful warrant, or other legal authority.

10. TRANSFER OF OWNERSHIP

a. Notification to City; new Owner's obligations. If an Owner sells or otherwise conveys his/her interest in a Dwelling for which a Rental License is currently issued, the new Owner shall notify the City within thirty (30) days after such sale or conveyance and provide the City with all information required of the original Owner on the application for such Rental License. The new Owner shall also post a bond, collateral, or letter of credit as surety for any future correction orders issued by the Building Official, in the same amount as was required of the original Owner, and designate a new registered agent to receive notices and service of process and *who is authorized* to grant consent for the City to inspect the Premises, Dwelling, Dwelling Units, and Rental Units.

b. Disclosure of violations and uncured orders. It shall be unlawful for the Owner of any Dwelling who has received a notice of violation and orders to comply pertaining to such Dwelling, which violation remains uncured, to sell or otherwise convey his/her interest in such Dwelling unless he/she has furnished the vendee or grantee a copy of such notice and orders to comply and has given the Building Official a notarized statement from the vendee or grantee acknowledging the receipt of the same and accepting legal responsibility for curing the violation.

11. SUSPENSION OF RENTAL LICENSE AND COMPLIANCE CERTIFICATE

a. Cause. An Owner's Rental License for a Dwelling, and Certificate of Compliance for a Rental Unit, shall be suspended if, having received written notice of a violation, the Owner fails to comply with the correction orders within the time set for correction by the Building Official and takes no appeal.

b. Effect of suspension. Notwithstanding any other provision of RIPLA, it shall not be unlawful for any Person to continue owning, operating, managing, or maintaining a Dwelling or Rental Unit whose Rental License or Certificate of Compliance, respectively, has been suspended, except as noted below. However, it shall be unlawful for such Person to permit any new occupancies of vacant, or thereafter vacant Dwelling Units in such Dwelling, until such time as the Rental License and Certificate of Compliance are restored, and it shall be unlawful for any Person to continue owning, operating, managing, or maintaining a Dwelling or Rental Unit whose Rental License or Certificate of Compliance, respectively, has been suspended for failure to maintain a surety for repairs, or to give any notification required by RIPLA.

c. Disconnection of utilities. The Building Official may notify all public utility companies serving the Dwelling or Rental Unit that the Rental License and Certificate of Compliance have been suspended for violation of RIPLA, and request that all public utility services be discontinued for such Dwelling or Rental Unit until notice of compliance is received.

d. Restoration. A suspended Rental License and Certificate of Compliance shall be restored upon compliance with the correction orders and request for restoration by the Owner.

12. RENTAL LICENSE FEE

a. No Rental License shall be issued until all requirements of RIPLA have been satisfied and payment made for such Rental License. The fee for a Rental License shall be one hundred dollars ($100) per Dwelling Unit, per year, and one hundred dollars ($100) per Dwelling as a whole, per year, and is non-refundable. Should payment be made by check or other instrument that is not honored, the Rental License for which such payment was made shall become null and void without additional action by the City. The fee shall be paid at the time the initial application is filed and at the time each renewal is filed. The fee for issuing a replacement or duplicate Rental License shall be one hundred dollars ($100). When a Rental License is updated to reflect the addition of Dwelling Units to a Dwelling, an additional fee for such Dwelling Units shall be paid, pro-rated for the remaining term of such Rental License.

13. APPEALS

a. An Owner or Tenant who disagrees with a determination or order of the Building Official under RIPLA, which determination or order concerns his/her Premises, Dwelling, Dwelling Unit, or Rental Unit, may appeal such determination or order to the Board of Aldermen. The appeal shall be filed within ten (10) days after notification of the decision or order is given to the aggrieved party. The appeal shall be in writing on a form provided by the City for such purpose, and shall state the reasons why the appellant disagrees with such determination or order.

14. EXEMPTIONS

a. The provisions of RIPLA shall not apply to:

i. An Owner-occupied Dwelling Unit, where such Owner allows joint occupancy of the Dwelling Unit, unless the portion of such unit that is rented or leased to the Tenant constitutes a separate Dwelling Unit as evidenced by separate kitchen facilities.

ii. Housing accommodations in any hospital, out-patient facility, or rehabilitation center.

iii. Housing accommodations in any convent, monastery, or other facility occupied exclusively by a religious order with a valid section 501(c)(3) charitable or educational certification.

iv. On-campus Fraternity or Sorority Houses that are owned, operated, managed, and maintained by an institution of higher education.

v. On-campus Dormitories that are owned, operated, managed, and maintained by an institution of higher education, high school, middle school, or elementary school.

vi. Hotels or Motels, except any such Hotel or Motel which has rented one (1) or more Dwelling Units for a period exceeding twenty-one (21) consecutive days per guest, or guests lodging together, within the past year.

vii. Housing that is owned, operated, managed, or maintained by a government agency or authority.

viii. Housing that is exempted from municipal regulation by state or federal law or administrative regulation.

15. VIOLATIONS

a. Any Person who violates any provision of RIPLA shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine in a sum not to exceed three hundred dollars ($300) per day for each offense. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

16. NO WARRANTY BY CITY

a. By adopting and undertaking to enforce RIPLA, neither the City nor its Board of Aldermen, agents, or employees warrant or guarantee the safety, fitness, or suitability of any Premises, Dwelling, Dwelling Unit, or Rental Unit located in the City. Owners and Tenants should take whatever lawful steps they deem appropriate to protect their interests, property, health, safety, and welfare. A warning in substantially the foregoing language shall be printed on the face of every Rental License and Certificate of Compliance.

17. SEVERABILITY

a. Every section, subsection, or provision of RIPLA is declared separable from every other section, subsection, or provision to the extent that if any section, subsection, or provision of RIPLA shall be held invalid, such holding shall not invalidate any other section, subsection, or provision thereof.

18. EFFECTIVE DATE

a. This Ordinance shall take effect thirty days after adoption.

* * * * *

The above and foregoing Ordinance having previously been reduced to writing, a motion was made by Alderman Bowering and a second by Alderman Tatum to approve and adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Alderman that said Ordinance be read by the City Clerk before a vote was taken. Said Ordinance was adopted by the Board of Aldermen with results being as follows:

Alderman Strain voted:	Aye
Alderman Tatum voted:	Aye
Alderman Peeler voted:	Aye
Alderman Jacobs voted:	Aye
Alderman Hickok voted:	Aye
Alderman Hudgins voted:	Aye
Alderman Bowering voted:	Aye

The motion having received the affirmative vote of 7 of the Board of Alderman present, the Mayor declared the motion so carried and this Order adopted on this 20th day of November 2018.

CITY OF MADISON, MISSISSIPPI

BY: Mary Hawkins Butler

Mary Hawkins Butler, Mayor

ATTEST:

Susan B Crandall

Susan Crandall
City Clerk/Administrative Director