

AN ORDINANCE OF THE CITY OF MELISSA, TEXAS, AMENDING MELISSA'S CODE OF ORDINANCES, ORDINANCE NO. 92-04, AS AMENDED, CHAPTER 3 (BUILDING AND CONSTRUCTION) TO ADOPT ARTICLE 3.1500 (MULTI-FAMILY RENTAL PROPERTY REGISTRATION AND INSPECTION); ESTABLISHING REGISTRATION FEES, PROVIDING A CRIME PREVENTION LEASE CLAUSE AND VARIOUS OTHER PROVISIONS; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$2,000, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Melissa, Texas ("City") is a home-rule City acting under its Home Rule Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Melissa ("City Council") is empowered under the City's Home Rule Charter and Texas Local Government Code to adopt ordinances and rules for the orderly and beneficial operation of City government and the welfare of the citizens of Melissa; and

WHEREAS, the City Council is committed to ensuring that multi-family residential rental properties in the community are safe, livable, and routinely maintained in accordance with public health, safety, and property maintenance standards as adopted in the City's Code of Ordinances, Ordinance No. 92-04, as amended ("Code of Ordinances"); and

WHEREAS, multi-family residential rental property registration and inspection programs provide cities with an effective mechanism for the identification, tracking, and enforcement of poorly maintained properties and owners/landlords; and

WHEREAS, the City Council desires to establish regulations for multi-family residential rental properties within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Code of Ordinances, Chapter 3 (Building and Construction). The Code of Ordinances is amended to add Article 3.1500 in its entirety as follows:

“ARTICLE 3.1500 – MULTI-FAMILY RENTAL PROPERTY REGISTRATION AND INSPECTION

Sec. 3.1501 – Definitions.

Apartment means a room or suite of rooms arranged or designed to be used as a residence by a single individual or group of individuals.

Apartment house means any building, or portion thereof, which is designed, built, rented, leased, let, or hired out to be occupied as four (4) or more dwelling units, or which is occupied as the home or residence of four or more families living independently from each other and maintaining separate cooking facilities. The term does not include bed and breakfast establishments with seven or fewer rooms for rent that serve breakfast to overnight guests and are not a retail food establishment.

Animal means any living creature, domestic, exotic, or wild, including but not limited to, dogs, cats, pigs, horses, birds, fish, mammals, reptiles, fowl and livestock, but specifically excluding human beings.

Assisted living facility means a residential facility for people with special needs, especially seniors with disabilities, which provides supervision or assistance with activities of daily living; coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being. Assistance may include the administration or supervision of medication, or personal care services provided by a trained staff person.

Bathroom means an enclosed space containing one or more bathtubs, showers, or both, and which shall include toilets, lavatories or fixtures serving similar purposes. A kitchen sink shall not be used as a substitute for the required lavatory.

Bedroom means a room used or intended to be used for sleeping purposes and not as a kitchen, bathroom, living room, closet, hallway, utility space, entry way, garage, patio or breezeway.

Build-to-rent (BTR) means residential properties that are designed and built specifically for the rental market, rather than for sale to individual owners.

Building code means the official building codes of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official building codes of the City to the extent required by said code.

Building Official means the Building Official or other Melissa employee, representative or independent contractor appointed or designated to act in such

capacity by the City Manager.

Bulk pickup means a special removal service performed by the *Waste Removal Contractor*, upon request by the *Property Manager* as necessary. Bulk pickup shall require all garbage, rubbish, etc. to be placed in a designated “open top” style dumpster located on the premises. All large items such as furniture or similar refuse items shall be broken into smaller pieces and placed in a designated dumpster. No items placed outside a designated bulk pickup dumpster will be retrieved by the *Waste Removal Contractor*. The *Property Manager* shall be responsible for informing residents of the designated time, date, and location for bulk pickup services.

Certificate of occupancy means a certificate issued by the Building Official authorizing occupancy.

City means the City of Melissa, Texas, or its lawful successor, and its officers and employees.

City Manager means the City manager or his/her designee.

City Council means the City council of the City of Melissa, Texas, constitutes the legislative body of the City and, as a group, is responsible for taxation, appropriations, ordinances, and other general functions.

Code the words “this Code” shall mean the Code of Ordinances of the City of Melissa.

Common areas mean the areas in a rental unit that are accessible to all occupants of the property, including, but not limited to, lobbies, laundry rooms, recreation areas, common kitchens, hallways, stairs, courtyards, light wells, garbage areas, boiler rooms, storage rooms, basements, roof areas, or parking garages or areas.

Condemn means to adjudge unfit for occupancy.

Construction codes means the Building Code, Residential Code, Electric Code, Energy Conservation Code, Fire Code, Fuel Gas Code, Mechanical Code, Property Maintenance Code, and Plumbing Code, collectively.

Crime prevention addendum means an addendum to a residential lease or rental agreement for the use of a rental property as required in this article.

Dwelling unit means one or more rooms arranged, designed, or used as separate living quarters for an individual family. Kitchen facilities (only one per dwelling unit permitted), including at least a stove or cooking device, and a permanently installed sink, plus bathroom facilities, shall always be included in each dwelling unit.

Electric Code means the official Electric Code of the City in effect at the time of

construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Electrical Code of the City to the extent required by said code.

Energy Conservation Code means the official Energy Conservation Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Energy Conservation Code of the City to the extent required by said code.

Essential utilities means one or more of the following utilities: gas, electric, water, sanitary sewer, storm sewer, heating system, and air conditioning.

Exterminated and/or extermination means the control and elimination of insects, rodents and vermin by eliminating their places of harborage and by removing or making inaccessible, materials that may serve as their food and by poisoning, spraying, fumigating, trapping or by any other approved means of pest elimination.

Family means one (1) or more persons related by blood, marriage, or adoption, or a group not to exceed four (4) persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit.

Fire chief means the City of Melissa fire chief and/or his designated representative.

Fire Code means the official Fire Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Fire Code of the City to the extent required by said code.

Fire marshal means the person appointed by the fire chief charged with the administration and enforcement of all applicable fire-related codes, or a duly authorized representative.

Garbage means refuse, animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Graffiti means markings, initials, slogans, inscriptions, symbols, designs or other drawings which are written, sketched, painted, drawn or applied in any other way to any structure, building, or property, or to any portion or element thereof, whether the property is public or private, without the effective consent of the owner.

Habitable Rooms means living, sleeping, eating and cooking rooms.

Hot water means hot water supplied to plumbing fixtures at a temperature of not less than 110 degrees Fahrenheit.

Infestation means the presence within or continuous to a dwelling unit of insects, rodents, vermin, or other pests.

Kitchen means space used for cooking or preparation of food.

Landlord means the owner or lessor of a rental housing unit and additionally includes a management company or managing agent (including an on-site manager) of a rental housing unit or complex.

Lease means any written or oral agreement between a landlord and tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a dwelling.

Legal age means the age at which a person takes on the rights and responsibilities of an adult. In Texas, 18 years of age or older is considered of legal age.

Litter means garbage, refuse, rubbish, and all other waste material.

Mechanical Code means the official Mechanical Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Mechanical Code of the City to the extent required by said code.

Multi-family rental registration certificate of occupancy (MRRCO) means a valid registration document from the City for a landlord to own, operate, manage, and maintain a multi-family residential rental property or portion for a specific location or locations and authorizing occupancy, that must be prominently displayed on premises and available for inspection by the City upon request.

Multi-Family Residence for the purposes of this Article, means attached dwelling units designed to be rented and occupied by two (2) or more households living independently of one another, exclusive of hotels, motels or residence hotels.

Occupancy classification means the use or intended use of the land or buildings by proprietors or tenants.

Occupant means any individual living or sleeping in a building or having possession of a space within a building.

Owner means any person, agent, landlord, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, County, or Municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of such person if ordered to take possession of real property by a court or a property manager. An "owner" shall also include the applicant, permittee and/ or any person owning or possessing an animal

and/or who has the right of property on which the animal is kept, harbored or permits an animal to remain on or about the property, or has control of an animal.

Permanent Residence means a place where a person abides, lodges or resides for fourteen (14) or more consecutive days.

Person includes one (1) or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, fiduciaries, and any other organization or entity of whatever character.

Plumbing means includes all of the following supplied facilities, equipment, and devices: gas pipes, toilets, lavatories, sinks , laundry tubs, catch basins, wash basins, bathtubs, shower baths, waste sewer pipes and sewerage system, septic tanks, drains, vents, traps, and any other fuel-burning or water- using fixtures and appliances, including private fire hydrants, together with all connections to water, wastewater, sewer, or gas.

Plumbing Code means the official Plumbing Code of the City in effect at the time of construction; provided, however, that all existing structures and equipment and any replacement or new installation must comply with the current official Plumbing Code of the City to the extent required by said code.

Potable water means water duly approved as satisfactory and safe for drinking by the public works department of the City.

Premises means shall mean real property, including, but not limited to; any lot, plot or parcel of land, plus the front or side parkway between the property line or sidewalk and the curb or traveled way, and the rear or side parkway between the property line and the centerline of an adjoining alleyway or utility easement. The term also includes any adjoining right-of- way, yard, ground, driveway, fence, porch, steps or other structure appurtenant to the premises thereon.

Property manager means a person who, for compensation, has managing control of real property, including an on-site manager of a building or structure; the term shall include the commission of owners, the homeowner association or the entity having control over the common, co-owned elements.

Refuse refers to all putrescible and non-putrescible solid wastes (except body wastes) including, but not limited to, garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rental unit means the term shall include but is not limited to; a multi- family dwelling unit, duplex unit, triplex, quadruplex, town house, build-to-rent, condominium, apartment, or a portion thereof that is rented or offered for rent as a residence. Any

room or group of rooms providing complete, independent living facilities for the occupants thereof and occupied, or which is intended or designed to be occupied, as the home or residence of one individual, group of individuals, family, or household, including permanent provisions for living, sleeping, eating, cooking and sanitation qualifies as a rental unit. (a) The term shall not include premises that are inspected by a state or federal governmental entity for compliance with the provisions of any state or federal law or regulation regulating the fitness of said premises for human habitation if at least 50% of the dwelling units of the premises are subject to said state or federal law or regulation. For purposes of this definition, the term “state or federal governmental entity” shall mean the government of the United States; a department, division, agency or subdivision of the United States government; the State of Texas; or a political subdivision of the State of Texas. Also, for purposes of this definition, the term “state or federal law or regulation” shall mean a law, rule, regulation or standard of (b) the government of the United States; (c) a department, division, agency or subdivision of the United States government; (d) the State of Texas; or (e) a political subdivision of the State of Texas other than the City, such as a state-licensed hospital, hospice, community care facility or nursing home. A convent, monastery, or other facility occupied exclusively by members of a religious order, on-campus fraternity or sorority houses, or on-campus housing accommodations owned, operated, or managed by an institution of higher education or secondary school for occupancy by its students. The term is not applicable to a residence occupied by a caregiver of the sick, elderly, or infirmed. Although said entities listed under parts (a) through (e) of this definition are not subject to routine inspections and annual rental registration fees, the entity may be subject to other enforcement provisions of this ordinance.

Resident means individual or family that resides in the corporate limits of the City.

Rubbish means non-putrescible solid wastes consisting of both combustible and non-combustible wastes, such as paper, wrapping, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Sanitary means a condition of good order and cleanliness that precludes the probability of disease transmission.

Secure means to lock all exterior doors and windows within twenty-four (24) hours after such units become vacant and exercise reasonable care to maintain such locks as necessary to deter unauthorized entrance into any unoccupied dwelling.

Structure means including, but not limited to that which is built or constructed or a portion thereof, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined in some definite manner.

Swimming pool means any structure, basin, chamber, or tank containing an artificial body of water for swimming, diving, physical fitness, or recreational bathing and having a depth of two (2) feet or more at any point. This phrase does not include lakes

or creeks.

Temporary Residence means a place where a person abides, lodges or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address or a place where a person routinely abides, resides or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Tenant means as applied to premises, any person holding a written or oral lease, or who actually occupies the whole or any part of such premises, alone or with others.

To rent means to lease, to sublease, to let, and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

Uninhabitable means a condition or conditions that exist which could possibly threaten the life, health, safety, or general welfare of the tenant or occupant as determined by the Building Official.

Waste removal contractor means the private firm designated by the City of Melissa for collection, transportation and/or disposal of solid waste, including *Special Pickup* services.

Sec. 3.1502 – Building Official Power and Duties.

The Building Official or designee is hereby designated as the administrator of the provisions of this article. In addition to the powers and duties otherwise prescribed for the Building Official, as administrator of this article, the Building Official shall have the authority to:

- (a) Administer and enforce all provisions of this article.
- (b) Keep records of all registrations issued in the program.
- (c) Adopt rules and regulations, not inconsistent with the provisions of this article, with respect to the form and content of application for registration, the investigation of applicants, and other matters incidental or appropriate to his powers and duties as may be necessary for the proper administration and enforcement of the provisions of this article.
- (d) Conduct periodic inspections of multi-family residential rental properties throughout the City to ensure compliance with this article and all other City ordinances and state laws, and applicable adopted codes including but not limited to the International Residential Code, and the International Property Maintenance Code, related to the purpose and/or enforcement of this article.

Sec. 3.1503 – Registration Required.

- (a) Each owner of a multi-family residential rental unit within the City shall register each such rental unit with the City in accordance with procedures contained in this Article (multiple units may be registered under a single application). Every owner of a multi-family residential rental unit as of the date of adoption of this Article shall complete an initial registration application on or before the 90th day after the adoption of this article and annually thereafter.
- (b) Unless otherwise provided in this article, each owner of a multi-family residential rental unit that has been established as an MRRCO for three (3) years or greater, as determined by the date the City issued a certificate of occupancy allowing the multi-family residential rental unit use, and that contains two (2) or more units, within the City shall make application for registration with the City and schedule an inspection of said rental unit with the Building Official within thirty (30) days after the date an owner of a dwelling unit converts the dwelling unit into a rental unit. A new multi-family residential rental property registration application submitted after thirty (30) days following the conversion of the dwelling unit into a rental unit shall be considered a late registration and the owner shall pay to the City a nonrefundable late fee in addition to the registration fee.
- (c) Application for multi-family residential rental registration shall be made upon a form provided by the City for such purpose, and shall include, at a minimum, the following information:
 - (1) If owner is an individual, the owner's name, address, work and home telephone number, driver's license number, or identification card number and state of issuance;
 - (2) If owner is a partnership, the names of all partners, the principal business address, and telephone number of each partner;
 - (3) If owner is a corporation, the person registering must state whether the corporation is organized under the laws of this state or is a foreign corporation, and must show the mailing address, business location, telephone number, name of the main individual in charge of the local office of such corporation, if any, and the names of all officers and directors or trustees of such corporation, and, if a foreign corporation, the place of incorporation;
 - (4) Name, address and telephone number of the property manager or person having the authority to act on behalf of the owner;
 - (5) Name, address and telephone number of the person or persons who can be contacted 24 hours a day, seven days a week in the event of an emergency condition on the rental property. An emergency condition includes any fire,

natural disaster, collapse hazard, burst pipe, lack of working utilities, serious police incident, or other condition that requires an immediate response to avoid or minimize potential harm to the rental property, neighboring property, the occupants of the property, or the public.

- (6) Name, address, telephone number of mortgagee (if there is a mortgage against the property);
 - (7) Street address of the rental unit;
 - (8) Number of persons that the unit is designed to occupy as determined by the International Residential Code and International Property Maintenance Code, as amended; and
 - (9) Signature of the owner or owner's agent.
- (d) The City shall, within ninety (90) days after the receipt of the registration application, either issue an MRRCO or notify the owner that the application does not comply with the requirements of this article.
- (e) Unless otherwise provided in this article, a multi-family residential rental registration application shall be valid for each rental unit for one year, unless there is a change in ownership for that unit. A change in ownership shall be deemed to have occurred upon any of the following:
- (1) Any change in the individual ownership of the unit;
 - (2) Any change in the ownership of any entity(s) in whose name(s) the current registration for the unit is issued;
 - (3) Where the unit is managed by a property manager, upon any change in the individual property manager and/or the property manager's ownership; or
 - (4) Upon the dissolution of any entity(s) having ownership over the unit or upon said entity: (i) petitioning for reorganization under the Bankruptcy Code, (ii) being adjudged bankrupt, or (iii) becoming insolvent or having a receiver appointed due to the insolvency.
- (f) A nonrefundable inspection fee shall be paid to the City by the owner for the inspection of each multi-family residential rental unit at the same time the annual registration is renewed. A MRRCO shall not be issued for a rental unit until the registration and inspection fees for the unit are paid in full to the City and the property passes inspection. In the event a re-inspection is required, the property owner is responsible for paying for the re- inspection.
- (g) No multi-family residential rental unit may be occupied by a tenant without first having

a valid MRRCO. It is an offense for an owner of a multi-family residential rental unit within the City of Melissa to permit or allow a tenant to occupy any rental unit without first being issued a valid MRRCO for the rental unit in accordance with this article. If an owner is required to register more than one multi-family residential rental unit, the owner's failure to register any individual rental unit shall constitute a separate offense for each and every day that the owner continues to fail to register a rental unit within the City.

- (h) It shall be unlawful for any person to make and/or file false information on their multi-family residential rental registration application with the City.
- (i) Multi-family rental residential units exempt. Multi-family properties that have been operating for a time period of less than three (3) years and assisted living facilities do not require a MRRCO.

Sec. 3.1504 – General Requirements.

- (a) In addition to annual registration, it shall be unlawful for a person to own, operate, manage, or maintain a multi-family residential rental property or otherwise occupy or offer for occupancy thereof in the City without a current and valid MRRCO having been issued for said property by the City, or to violate any other requirement of this article. Any person owning, operating, managing or maintaining multi-family residential rental property shall obtain a MRRCO for each separate location.
- (b) A MRRCO shall be required for each multi-family residential rental property offered under lease and/or occupancy upon the effective date of this Article and shall be in full compliance on or before January 1, 2025. For multi-family residential rental properties, offered lease or occupied rent after the effective date, a MRRCO and shall be obtained prior to occupancy.
 - (1) All MRRCO's shall expire annually on January 1 of each year.
 - (2) An applicant for a MRRCO shall file a written application with the City upon a form provided for that purpose. The application shall be signed by the owner or his agent and the property manager. Should an applicant own more than one multi-family residential rental property at more than one location, a separate application shall be filed for each rental property.
- (c) No person shall make connections from a utility, source of energy, power or water to a multi-family residential rental unit regulated by this Code and requiring a permit until they are in compliance with this article.
- (d) A MRRCO shall be issued for multi-family residential rental property that is subject to registration and this article for which such property owner has made the application, paid the required fee, has been inspected, and is in compliance with the current adopted International Residential Code and the current adopted International Property

Maintenance Code and any other applicable City ordinances and codes.

- (e) Multi-family residential rental certificate of occupancy fees. The fee for a MRRCO, reinstatement of a MRRCO, or renewal and all other fees provided for in this Article shall be established by City Council.

(1) The fee for a MRRCO shall be paid prior to issuance.

(2) Fees shall be assessed for the replacement of a lost, destroyed or mutilated MRRCO.

- (f) A replacement MRRCO may be issued for one lost, destroyed or mutilated, upon application on a form provided by the City. A replacement MRRCO shall have the word "Replacement" stamped across its face and shall bear the same number as the one it replaces.

(1) A multi-family residential rental property MRRCO is not assignable or transferable.

(2) The form of the MRRCO shall be prepared by the Building Official.

(3) The MRRCO shall be held by the owner and a second copy kept on the premises and available for inspection upon request by the City.

(4) Standards of maintenance. In addition to the requirements set forth in this article, all exterior and interior multi-family residential rental properties shall be maintained in accordance with this Article.

- (g) Responsibility.

(1) The owner of any property in the City, whether vacant or occupied, shall be responsible for maintenance of all structures, equipment, appliances and accessories to the property in compliance with all applicable ordinances and permit requirements in force in the City.

(2) No owner shall permit the occupancy of property that is not in safe and sanitary condition, or that does not comply with all ordinances in force in the City.

(3) The owner shall be responsible for paying all abatement fees, taxes and liens assessed on the property. This shall include ultimate responsibility for satisfying all overdue or unpaid utility bills owed the City.

(4) Tenants of any property shall be responsible for keeping the interior and exterior of the property in clean, orderly and sanitary condition as provided in this article.

- (5) No tenant or owner shall willfully or by neglect or negligence damage, deface or destroy any part of the property or cause or allow to exist any condition detrimental to safety or sanitation or in violation of any ordinance.
- (6) In the event of any dispute between owner and tenant, or when the tenant is absent or unwilling or unable to correct violations, the property owner shall be held responsible for compliance with all ordinances that affect the property.
- (7) All exterior property, and the interior of every structure, shall be free from any accumulation of rubbish, trash, debris, filth, or garbage.
- (8) Each rental unit is responsible for having a property manager or other local representative either on-site or within a fifty (50) mile radius from the premises. The property manager or other local representative must be available to respond immediately to emergency notices 24 hours a day, seven days a week. Responses to general inquiries, complaints, or notices from the City must be made within twelve (12) hours of receipt of the inquiry, complaint or other notice.
- (9) An owner shall not allow a rental unit to exceed the occupancy limits in Texas Property Code Section 92.010, as amended.
- (10) An owner of a rental unit subject to registration under this article shall not allow the payment of ad valorem taxes owned in connection with the property to become delinquent.

Sec. 3.1505 – Change of Ownership Registration.

- (a) An MRRCO issued under Section 3.1503 shall remain in effect until such time as a change in ownership occurs in the manner defined in this article.
- (b) Upon a change in ownership, the new owner of each multi-family residential rental unit shall complete a new multi-family residential rental property registration application for each unit in the manner provided by this Article and deliver the same together with all applicable registration and inspection fees to the community development office within thirty (30) days of the change in ownership. A new multi-family residential rental property registration application submitted after thirty (30) days following the change of ownership shall be considered a late registration and the owner shall pay to the City a nonrefundable late registration fee in addition to the registration fee.
- (c) The Building Official shall not be required to send notice to an owner for a change of ownership registration required under Section 3.1503

Sec. 3.1506 – Inspections.

- (a) The Building Official is authorized to inspect the interior and exterior of a multi-family

residential rental unit to determine compliance with applicable state and local laws including, but not limited to, the current adopted International Residential Code and the current adopted International Property Maintenance Code. The Building Official or designee shall provide notice of the date and time that the exterior inspection will be conducted. Upon request and/or consent of the owner if the multi-family residential rental unit is vacant, or tenant(s) if the rental unit is occupied, the Building Official may conduct an inspection of the interior of a rental unit.

- (b) If the owner or tenant does not allow for reasonable accommodations for a scheduled inspection of the interior and exterior of the rental property, the Building Official or designee may conduct the inspection from the public right-of-way. If the owner or tenant does not provide consent for the inspection and the Building Official to enter onto the property to conduct the inspection, the Building Official shall be required to obtain a warrant prior to entry onto the property.
- (c) The Building Official or designee shall enforce the provisions of this article upon presentation of proper identification to the owner or tenant in charge of any multi-family residential rental unit and, with the owner or tenant's permission, may inspect the rental unit in accordance with this section between the hours of 8:00 a.m. and 5:00 p.m. The Building Official's authority to conduct both exterior and interior inspections is subject to all limitations provided in state and federal law. If entry is refused by the owner or any occupant, or if consent to enter the rental unit could not be obtained, the Building Official is authorized to seek a warrant permitting the Building Official's entry.
- (d) Inspections of a rental unit may be performed annually, on a complaint-driven basis, or on a change of tenant and at intervals deemed necessary for the enforcement of this article. The Property Manager shall be responsible for completing, and submitting to the City, a self-driven inspection report/checklist for all rental units upon a change of tenant. Except in the case of a life safety violation or a critical violation as set forth below, the Building Official shall provide a thirty (30) day notice prior to the inspection date. Notice shall include an inspection checklist, outlining the minimum requirements to maintain a rental unit in compliance with this ordinance. All rental units may be inspected initially or more frequently if the Building Official determines the property poses a risk of health and safety to its tenants or occupants based on the following factors:
 - (1) Life safety violation: A violation of the Nuisance Code, Health Code, Fire Code, Property Maintenance Code or Building Code that represents an imminent threat of death or injury to persons on the premises of a rental unit. The absence of an essential utility for forty-eight (48) hours or more.
 - (2) Critical violation: A minimum housing standard violation or a health code violation that can cause or contribute to injury or illness of occupants.

- (3) Noncritical violation: A minimum housing standard or minor health code violation that: represents a defect(s), damage, or deterioration in or on a structure; or creates a decrease in general sanitation or hygiene.
 - (4) Inspection based on complaint: In addition to any other authority granted by this ordinance, the Building Official shall have the authority to inspect based on complaints, observations or other credible information indicating the possibility of a violation of this ordinance.
 - (5) Inspection areas: Inspections shall be performed in areas such as all building exteriors, all exterior and interior common areas, vacant dwelling units and comparative samples of occupied dwelling units upon receipt of consent by at least one occupant or tenant of legal age with authority to provide consent or other recourse as provided by law.
 - (6) Inspection sampling: Inspection of a multi-unit building should include all common areas and a random sampling of no less than five (5) to ten (10) percent of the rental units. If the Building Official determines as a result of the inspection that a property poses a threat to public health and safety of any tenants/occupants the Building Official is authorized to inspect additional, or all, rental units of that property provided proper notification is provided to the owner, occupants or tenants. It is the responsibility of the owner, landlord or property manager to notify residents and to secure the rental unit in preparation for inspection.
 - (7) Inspection and re-inspection: Any unoccupied rental unit that has a life-safety violation or critical violation at the time of the initial inspection must be re-inspected within fifteen (15) days or at another reasonable time as described by the Building Official not to exceed forty-five (45) days. Any life-safety violations or critical violations of occupied units that would cause a rental unit to become uninhabitable as determined by the Building Official shall be vacated and corrected by the owner within twenty-four (24) hours and shall not be occupied until all violations have been corrected.
- (e) Exception to annual inspection: In circumstances of extended lease terms that exceed one year with the same tenant, the inspection frequency may be extended to a two-year period provided the initial inspection resulted in no violations existing and the condition of the property shows no visible violations.

Sec. 3.1507 – Crime prevention addendum required.

- (a) The owner of a multi-family residential rental unit or any property subject to the regulations of this article shall require that every lease or rental agreement, or renewal of a lease or rental agreement, executed after January 1, 2025, include a crime prevention addendum complying with this section.
- (b) The crime prevention addendum must include the following information:
 - (1) The name, date of birth, driver's license number (*or*, if the person does not have a driver's license, the number on any other government-issued personal identification card containing a photograph of the person), and signature of the tenant named in the lease or rental agreement and, if the tenant will not be occupying the rental unit, the name, date of birth, driver's license number (*or*, if the person does not have a driver's license, the number on any other government-issued personal identification card containing a photograph of the person), and signature of the tenant or tenants who will be occupying the property. The signatures required on the crime prevention addendum must be separate and apart from the signatures used to execute other provisions of the lease or rental agreement.
 - (2) A statement advising the tenant or tenants that the owner of the rental unit will initiate eviction proceedings if the tenant, or any guest or co-occupant of the tenant, engages in any abatable criminal activity on the premises of the rental unit, as described in subsection (c) of this section.
- (c) For purposes of this section, an abatable criminal activity includes robbery or aggravated robbery; aggravated assault; murder; prostitution; criminal gang activity; discharge of firearms; gambling; illegal manufacture, sale, or use of drugs; illegal manufacture or sale of alcoholic beverages; and other crimes listed in Chapter 125 of the Texas Civil Practice and Remedies Code, as amended.
- (d) It is a defense to prosecution under subsection (a) of this section that the owner of multifamily dwelling used a Texas Apartment Association lease contract for the lease or lease renewal.

Sec. 3.1508 – Multi-family residential rental unit fee.

- (a) Every owner or operator of a multi-family residential rental unit shall pay registration and inspection fees as set forth in the Melissa Fee Schedule, Appendix A of this Code.
- (b) Any and all fees imposed in conjunction with this article are nonrefundable.

Sec. 3.1509 – Compliance with applicable state statutes and codes.

All multi-family residential rental units shall comply with all applicable City codes, including all current codes related to fire, health, safety and all other state statutes.

Sec. 3.1510 – Failure to comply/violation.

- (a) Failure to comply with any provision of this article shall be a violation and may result in the abatement of any public nuisance as allowed by law and/or the issuance of municipal court citations and/or the probation, denial, suspension, or revocation of a MRRCO.
- (b) It shall be a violation of this article for an owner to allow occupancy of a rental unit if the owner has not applied for a MRRCO for said unit with the Building Official.
- (c) It shall be a violation of this article for an owner to allow occupancy of a rental unit with a life safety or critical violation.
- (d) Upon a determination that a rental unit does not comply with the provisions of this ordinance, the Building Official is authorized to issue a notice of violation.
- (e) The Building Official or their designee is authorized to suspend or deny a rental unit registration for failure to pay any fee required by the provisions of this article until such time as the appropriate fee has been paid.
- (f) The Building Official or their designee may, without warning, advance notice or hearing, suspend any permit to operate a rental unit if the operation of the rental unit constitutes an imminent hazard to public health or life-safety. Upon suspension of a permit, the owner may not continue to allow new tenants or persons to occupy said unit(s) until the permit has been reinstated. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing with the Building Official within twenty (20) days of receipt of a request for a hearing. If the Building Official affirms the suspension, the decision may be appealed to the Building and Standards Commission in accordance with the provisions of this article.
- (g) The City may initiate termination of utility services or place a hold on reconnecting or reinstituting utility services that have been terminated, as the case may be, to or for a rental unit that is substandard, or unfit for human habitation by certifying, in writing, that the dwelling unit or property is substandard or unfit for human habitation. Upon initiating a utility termination or hold, the City shall promptly notify the owner by written notice. The owner may appeal the request in accordance with the provisions of this article.
- (h) The Building Official or their designee, after providing opportunity for a hearing, may revoke a permit for repeated or serious violations of any of the requirements of this article or for interference with the Building Official in the performance of the Building Official's duties.
- (i) Whenever the Building Official has condemned a structure under the provisions of this

Code, a notice to vacate shall be posted in a conspicuous place in or about the structure or premises affected by the notice and served to the owner or the person(s) responsible for the structure.

- (j) The notice to vacate shall be removed by the fire marshal or the Building Official when the defect or defects, upon which the vacation and notice were based, have been eliminated. Removal of a notice to vacate placard without the approval of the fire marshal or the Building Official shall be considered a violation of this article.
- (k) Disposition of dangerous and substandard structures shall be performed in accordance with all local municipal and state requirements.
- (l) In addition to other authority granted by any section of this Code, the City Manager or Building Official has all rights and authority granted by Article 18.05 of the Texas Code of Criminal Procedure to obtain a valid administrative search warrant issued by a court of competent jurisdiction to allow the Building Official to perform the inspection. The time period for inspection completion shall toll during any days where a warrant is being sought to allow entry and shall not be held against the owner/landlord. Any inspections shall comply with all federal, state and local laws, regulations, and ordinances.
- (m) The Building Official shall also have the power to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violations, or to require the removal or termination of any unlawful occupancy of the structure in violation of the provisions of this chapter or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises is chargeable against the real estate upon which the structure is located, and such charges shall constitute a privileged lien upon such premises.

Sec. 3.1511 – Appeals.

Any person directly affected by a decision of the Building Official or a notice or order issued under this Code shall have the right to appeal to the Building and Standards Commission provided that a written application for an appeal is filed within ten (10) days after the date the decision, notice or order has been served. An application for appeal shall be based on a claim that the true intent of this article or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this article do not fully apply, or the requirements of this article are adequately satisfied by other means.

- (a) Appeals shall be heard by the Building and Standards Commission.
- (b) The Building and Standards Commission shall consider the appeal as soon as reasonably practical after the date of the appeal.

- (c) The Building and Standards Commission may adopt, modify or reverse the decision of the Building Official by a concurring vote, provided a quorum exists, of the majority of the board members.
- (d) Any party may appeal the commission's decision by filing a petition for a writ of certiorari with district court not later than 30 calendar days after the date a copy of the final decision of the commission is personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or the commission's decision shall become final as to each of them upon the expiration of each such 30 calendar day period.
- (e) Except for vacation orders made pursuant to this article, enforcement of any notice and orders of the Building Official issued under this article shall be stayed until the appeal is heard by the Building and Standards Commission.

SECTION 3: Amendment to the Code of Ordinances, Appendix A (Melissa Fee Schedule). The Melissa Fee Schedule, adopted and codified in the Code of Ordinances Appendix A (Melissa Fee Schedule) is hereby amended to add Section 37.00 in its entirety as follows:

Rental Registration and Inspection Fees	Fee
Multi-Family Dwelling Unit	\$20.00 per unit annually
Late Registration (penalties increase each month that registration is late *up to a 50% maximum)	1 st month – 10% of total fee 2 nd month – 30% of total fee 3 rd month – 50% of total fee *A code enforcement case may be initiated if registration is not completed by close of business on the last day of the 3 rd month.
Initial Inspection and 1 st follow-up	No charge
Re-inspection(s)	\$150.00 per unit

SECTION 4: Saving/Repealing. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses and/or phrases may be declared unconstitutional and/or invalid.

SECTION 6: Penalty. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00). Each continuing day of violation under this ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Melissa from filing suit to enjoin the violation. Melissa retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

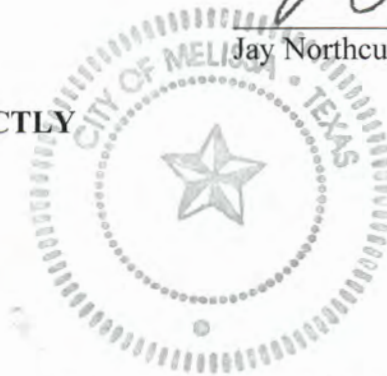
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS on this 3rd day of December, 2024.



Jay Northcut, Mayor

**ATTESTED TO AND CORRECTLY
RECORDED:**


Hope Cory, City Secretary



Dates of Publication: January 19, 2025 and January 26, 2025, *McKinney Courier-Gazette*