

***ORDINANCE 2018-001***

AN ORDINANCE, REPEALING TITLE 8, CHAPTER 16 in its entirety, OF THE VILLAGE OF DOLTON CODE OF VILLAGE OF DOLTON TO BE REPLACED WITH TITLE 8, CHAPTER 16, "REGISTRATION OF DEFAULTED MORTGAGE AND VACANT PROPERTY"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES AND VACANT PROPERTY BY OWNERS; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE VILLAGE OF DOLTON; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the VILLAGE OF DOLTON BOARD OF TRUSTEES desires to further protect the public health, safety, and welfare of the citizens of the INCORPORATED area of VILLAGE OF DOLTON and maintain a high quality of life for the citizens of the VILLAGE OF DOLTON through the maintenance of structures and properties in the VILLAGE OF DOLTON; and

WHEREAS, the BOARD OF TRUSTEES recognizes properties with defaulted mortgages and subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as "Registrable Properties") located throughout the VILLAGE OF DOLTON lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the BOARD OF TRUSTEES has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the BOARD OF TRUSTEES recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the BOARD OF TRUSTEES has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the VILLAGE OF DOLTON to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

WHEREAS, on May 1, 2017, the BOARD OF TRUSTEES approved Ordinance No. 17-013 “An Ordinance Repealing Title 3, Chapter 24, “Vacant Buildings: Owner Required to Act; Enforcement Authority; as Amended, and Amending Title 8 “Building Regulations,” By Adding New Chapter 16, “Vacant Building and Foreclosure Registration Program”, of the Village of Dolton Municipal Code Thereto”, which was further amended on July 21, 2017, by Ordinance No. 17-020, “An Ordinance Amending Title 8, “Building Regulations”, Chapter 16, “Vacant Building and Foreclosure Registration Program”, of the Village of Dolton Municipal Code”.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DOLTON, COOK COUNTY, ILLINOIS,** in the exercise of its home rule authority, as follows:

**SECTION 1: Recitals.** The recitals set forth hereinabove, are hereby incorporated as of fully set forth herein.

**SECTION 2:** Chapter 16 of Title 8, "Building Regulations", of the Municipal Code of the Village of Dolton as enacted by Ordinance No. 17-013 and amended by Ordinance NO. 17-020, is hereby repealed in its entirety and replaced by a new Chapter 16, as follows:

**TITLE 8. CHAPTER 16. REGISTRATION OF DEFAULTED MORTGAGE AND  
VACANT PROPERTY**

SECTION:

- 8-16-1: Purpose and Intent
- 8-16-2: Definitions
- 8-16-3: Applicability and Jurisdiction
- 8-16-4: Establishment of a Registry
- 8-16-5: Inspection and Registration of Defaulted Mortgage
- 8-16-6: Registration of Real Property which is Not Subject to Mortgage in Default
- 8-16-7: Maintenance Requirements
- 8-16-8: Security Requirements
- 8-16-9: Provisions Supplemental
- 8-16-10: Public Nuisance
- 8-16-11: Additional Authority
- 8-16-12: Opposing, Obstructing, Enforcement Officer; Penalty
- 8-16-13: Immunity of Enforcement Officer
- 8-16-14: Penalties
- 8-16-15: Amendments
- 8-16-16: Severability
- 8-16-17: Repealer
- 8-16-18: Codification
- 8-16-19: Effective Date

**8-16-1 PURPOSE AND INTENT**

It is the purpose and intent of the BOARD OF TRUSTEES to establish a process to address the deterioration, crime, and decline in value of VILLAGE OF DOLTON neighborhoods caused by

property with defaulted mortgages located within the VILLAGE OF DOLTON, and to identify, regulate, limit and reduce the number of these properties located within the VILLAGE OF DOLTON. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the BOARD OF TRUSTEES's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Default or Defaulted, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

#### **8-16-2            DEFINITIONS**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

***Default*** shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage, as evidenced by the initiation of a Foreclosure Action.

***Enforcement Officer*** shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the VILLAGE OF DOLTON to enforce the applicable code(s).

***Evidence of Vacancy*** shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned

vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

***Foreclosure or Foreclosure Action*** shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

***Registry*** shall mean a web-based electronic database of searchable Real Property records, used by the VILLAGE OF DOLTON to allow Mortgagees/Owners the opportunity to register Defaulted/Vacant properties and pay applicable fees as required in this Chapter.

***Mortgagee*** shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

***Owner*** shall mean every person, entity, or Mortgagee, who alone or severally with others:

- (a) Has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit, building, structure, parcel of land, Vacant or otherwise, including but not limited to, a mobile home park; or

- (b) Has legal care, charge or control of any dwelling, dwelling unit, mobile dwelling unit, building, structure or parcel of land, Vacant or otherwise, including a mobile home park, in any capacity, including but not limited to, agent, executor, executrix, administrator, administratrix, trustee or guardian of the estate of the holder of legal title; or
- (c) Is a Mortgagee in possession of any such property, or is a Mortgagee with actual control of access to the property by any means including, but not limited to, changing locks or putting on a lock box; or
- (d) Is an agent, trustee, or other person appointed by the courts and vested with possession or control of any such property.

The Property Manager shall not be considered the Owner.

***Property Manager*** means any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

***Real Property*** means any improved residential or commercial land, buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the VILLAGE OF DOLTON limits. Developed lots are considered improved land.

***Registrable Property*** means:

- (a) Any Real Property located in the VILLAGE OF DOLTON, whether vacant or occupied, that is encumbered by a mortgage in Default, is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

The designation of a “default/foreclosure” property as “registrable” shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm’s length transaction or the Foreclosure Action has been dismissed and any Default on the mortgage has been cured; or

- (b) Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

***Semi-Annual Registration*** shall mean six (6) months from the date of the first action that requires registration, as determined by the VILLAGE OF DOLTON, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

***Utilities and Services*** shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all VILLAGE OF DOLTON codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

***Vacant*** means any parcel of land in the VILLAGE OF DOLTON that contains any building or structure that is not lawfully occupied.

### **8-16-3            APPLICABILITY AND JURISDICTION**

This Chapter applies to Defaulted and/or Vacant property within the VILLAGE OF DOLTON.

### **8-16-4            ESTABLISHMENT OF A REGISTRY**

Pursuant to the provisions of Section 8-16-5 the VILLAGE OF DOLTON, or its designee, shall establish a registry cataloging each Registrable Property within the VILLAGE OF DOLTON, containing the information required by this Chapter.

**INSPECTION AND REGISTRATION OF DEFAULTED MORTGAGE**

- (a) Any Mortgagee who holds a mortgage on Real Property located within the VILLAGE OF DOLTON shall perform an inspection of the property upon it being in Default or Defaulted by the mortgagor or prior to the issuance of a notice of Default.
- (b) Property inspected pursuant to subsection (a) above that remains in Default or Defaulted, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default or Defaulted, the Mortgagee shall register the Real Property with the VILLAGE OF DOLTON Foreclosure Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Default or Defaulted. A separate registration is required for each Defaulted property.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300 for each Defaulted property. Subsequent Semi-Annual Registrations of Defaulted properties and fees in the amount of \$300 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure



intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the VILLAGE OF DOLTON's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

(f) If the Defaulted mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the Defaulted property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, including but not limited to unregistered periods during the Foreclosure process shall be the responsibility of the Mortgagee at the time initial registration and/or Semi-Annual Registrations were required and are subject to enforcement per this Chapter. If the mortgage on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter, and within ten (10) days of the transfer or sale shall update the existing registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Defaulted property. The provisions of this section are cumulative with and in addition to other available remedies. Moreover, the VILLAGE OF DOLTON is authorized and empowered to collect on the previous Mortgagee's non-payment of previous fees, fines, and penalties in any lawful manner.

(g) If the Mortgagee sells or transfers the Defaulted property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter, and within ten (10) days of the transfer, shall register the Defaulted property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility

of the new Owner of the foreclosed property and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Defaulted property. The provisions of this section are cumulative with and in addition to other available remedies. Moreover, the VILLAGE OF DOLTON is authorized and empowered to collect on the previous Mortgagee's non-payment of previous fees, fines, and penalties in any lawful manner.

- (h) If the Defaulted property is not registered, or either the registration fee, the Semi-Annual Registration fee or any renewal is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day-period (30), or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration, renewals and registrations required by subsequent Owners of the Defaulted mortgage and/or Defaulted property. Registrations delinquent greater than thirty (30) days are also subject to additional fines as described herein.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the mortgage is under Foreclosure or in Default or Defaulted. Until the mortgage or lien on the property in question is satisfied, or legally discharged, the desire to no longer pursue Foreclosure, the filing of a dismissal of *lis pendens* and/or summary of final judgment and/or certificate of title, voluntary or otherwise, does not exempt any Mortgagee holding the Defaulted mortgage, from all the requirements of this Chapter as long as the borrower is in Default.

- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the VILLAGE OF DOLTON.
  
- (l) If any property is in violation of this Chapter the VILLAGE OF DOLTON may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

**8-16-6            REGISTRATION OF REAL PROPERTY WHICH IS NOT SUBJECT TO  
MORTGAGE IN DEFAULT**

- (a) Any Owner of Vacant property located within the VILLAGE OF DOLTON shall within thirty (30) days after the property becomes Vacant, or within ten (10) days after assuming ownership of the property, whichever is later, register the Real Property with the VILLAGE OF DOLTON Registry.
  
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
  
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of \$300.00 for each Vacant property. Subsequent Semi-Annual Registrations of Defaulted properties and fees in the amount of \$300.00 are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be

adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the VILLAGE OF DOLTON's Department dedicated to the cost of implementation and enforcement of this Ordinance, and fulfilling the purpose and intent of this Chapter.

- (d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, including but not limited to unregistered periods during the time period the property was Vacant shall be the responsibility of the Owner at the time initial registration and/or Semi-Annual Registrations were required and are subject to enforcement per this Chapter. The previous Owner will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property. The provisions of this section are cumulative with and in addition to other available remedies. Moreover, the VILLAGE OF DOLTON is authorized and empowered to collect on the previous Owner's non-payment of previous fees, fines, and penalties in any lawful manner.
  
- (e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty (30) day period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property. Registrations delinquent greater than thirty (30) days are also subject to additional fines as described herein.

- (f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the VILLAGE OF DOLTON.
- (h) If any property is in violation of this Chapter the VILLAGE OF DOLTON may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (i) Properties registered as a result of the Defaulted mortgage property section are not required to be registered again pursuant to this section.

**8-16-7            MAINTENANCE REQUIREMENTS**

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

- (c) Front, side, and rear yards, including landscaping, shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).
- (g) Failure of the Mortgagee and/or Owner to properly maintain the property may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the VILLAGE OF DOLTON. Pursuant to a finding and determination by the VILLAGE OF DOLTON Sheriff, Magistrate or a court of competent jurisdiction, the VILLAGE OF DOLTON may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the VILLAGE OF DOLTON.

#### **8-16-8 SECURITY REQUIREMENTS**

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the VILLAGE OF DOLTON.
- (e) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, is a violation and shall be subject to enforcement by any of the enforcement means available to the VILLAGE OF DOLTON. The VILLAGE OF DOLTON may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

**8-16-9 PROVISIONS SUPPLEMENTAL**

Nothing contained in this Chapter shall prohibit the VILLAGE OF DOLTON from enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

**8-16-10 PUBLIC NUISANCE**

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the VILLAGE OF DOLTON.

**8-16-11 ADDITIONAL AUTHORITY**

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement BOARD OF TRUSTEES or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the VILLAGE OF DOLTON from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Sheriff, code enforcement BOARD OF TRUSTEES or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, code enforcement BOARD OF TRUSTEES or special magistrate may direct the VILLAGE OF DOLTON to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.



(d) If the Mortgagee or Owner does not reimburse the VILLAGE OF DOLTON for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, code enforcement BOARD OF TRUSTEES or special magistrate, within thirty (30) days of the VILLAGE OF DOLTON sending the Mortgagee or Owner the invoice then the VILLAGE OF DOLTON may lien the property with such cost, along with an administrative fee as determined in the VILLAGE OF DOLTON's fee ordinance to recover the administrative personnel services. In addition to filing a lien the VILLAGE OF DOLTON may pursue financial penalties against the Mortgagee or Owner.

**8-16-12            OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY**

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

**8-16-13            IMMUNITY OF ENFORCEMENT OFFICER**

Any Enforcement Officer or any person authorized by the VILLAGE OF DOLTON to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

**8-16-14            PENALTIES**

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

**8-16-15            AMENDMENTS**

Registration and Penalty Fees outlined in this Chapter may be modified by administrative order, passed and adopted by the BOARD OF TRUSTEES.

**8-16-16 SEVERABILITY**

It is hereby declared to be the intention of the VILLAGE OF DOLTON that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

**8-16-17 REPEALER**

All ordinances or parts of ordinances in conflict herewith, are and the same are hereby repealed.

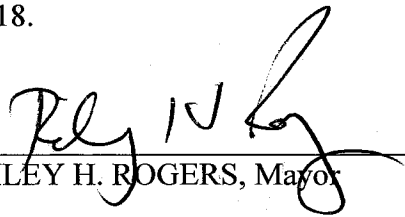
**8-16-18 CODIFICATION**

It is the intention of the BOARD OF TRUSTEES, that the provisions of this Ordinance shall become and be made a part of the VILLAGE OF DOLTON Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section", "chapter", or such other appropriate word or phrase in order to accomplish such intentions.

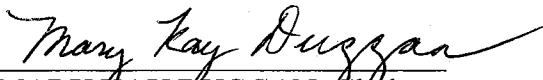
**8-16-19 EFFECTIVE DATE**

This ordinance shall take affect This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED AND APPROVED this 2nd day of April, 2018.

  
RILEY H. ROGERS, Mayor

ATTEST:

  
MARY KAY DUGGAN, Clerk

Ayes: 4      Denton, Muhammad, Pierson, Stubbs  
Nays: 2      Henyard, House  
Absent: 0  
Abstain: 0