

ORDINANCE 71261

BOARD BILL NUMBER 152 AS AMENDED INTRODUCED BY: ALDERWOMAN INGRASSIA/ ALDERWOMAN ANNIE RICE

1 An Ordinance to amend **Ordinance 70624**, approved October 24, 2017, to add a section to
2 include an enforcement mechanism.

3 **WHEREAS**, the Board of Aldermen of the City of St. Louis demonstrated its opposition to
4 illegal, self-help evictions by lessors of residential real property by unanimously passing
5 Board Bill 87 on October 20, 2017; and

6 **WHEREAS**, the Mayor signed Board Bill 87 into law as **Ordinance 70624** just four days after
7 its approval at the Board of Aldermen, signaling her strong support of Board Bill 87 and its
8 sanctions for illegal evictions; and

9 **WHEREAS**, the Centers for Disease Control and Prevention (CDC), a federal agency located
10 within the United States' Department of Health and Human Services, issued an Order on
11 September 4, 2020, under Section 361 of the Public Health and Service Act, temporarily
12 halting residential evictions through December 31, 2020 to prevent the further spread of
13 COVID-19, a historic threat to public health; and

14 **WHEREAS**, subsequent to the CDC and 22nd Judicial Circuit Court moratoria on evictions,
15 it has become apparent that illegal, self-help lockouts are an increasing problem and the City
16 of St. Louis has a responsibility to act; and

1 **WHEREAS**, the Board of Aldermen understands that the St. Louis Metropolitan Police
2 Department could use support enforcing **Ordinance 70624**, especially since illegal evictions
3 immediately, seriously, and negatively impact public health; and

4 **WHEREAS**, the Board of Aldermen recognizes that the Sheriff's Office has expertise in the
5 legal eviction process due to its involvement in the execution of judicially ordered evictions;
6 and

7 **WHEREAS**, under Section 57.101 of the Revised Statutes of the State of Missouri, the Board
8 of Aldermen has the authority to grant the Sheriff and his deputies to enter into a written
9 agreement with the City of St. Louis, to enforce ordinances in the same manner as the police;
10 and

11 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

12 **SECTION ONE.**

13 The Board of Aldermen directs the Director of Public Safety and the City of St. Louis Sheriff
14 to enter into a written agreement allowing the sheriff and his or her deputies to enforce the
15 provisions of **Ordinance 70624**, via the authority granted to this governing body under
16 Section 57.01 of the Revised Statutes of the State of Missouri, no later than December 11,
17 2020. The agreement shall be substantially the form attached hereto as **Exhibit A**, with such
18 changes therein as shall be approved by St. Louis City Counselor as may be consistent with

- 1 the intent of this Ordinance and necessary, desirable, convenient, or proper to carry out the
- 2 matters herein authorized.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

ORDINANCE NUMBER 70624

BOARD BILL NO. 87 INTRODUCED BY ALDERMAN TERRY KENNEDY

An ordinance prohibiting lessors of residential real property from effectuating illegal, self-help evictions without availing themselves of the appropriate legal processes; containing a penalty clause, severability clause, and an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION 1. Definitions

For the purpose of this chapter the following words or phrases shall have the meaning given herein.

A. “Landlord” means the owner or lessor of residential premises or a person authorized by the owner to exercise any aspect of the management of residential premises;

B. “Lease” means a written or oral agreement for the use or possession of premises;

C. “Tenant” means a person who occupies the premises with the landlord's consent;

D. “Premises” means land, tenements, condominium or cooperative units, and all other types of residential real property subject to a lease between a landlord and a tenant, including any facilities and appurtenances to such premises, and any grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant. “Premises” include structures, fixed or mobile, temporary or permanent, vessels, manufactured homes as defined in Section 700.010 of the Revised

1 Statutes of Missouri, mobile trailer homes and vehicles which are used or intended for
2 use primarily as a dwelling;

3 E. "Rent" means a stated payment for the temporary possession or use of a
4 house, land or other real property, made at fixed intervals by a tenant to a landlord;

5 F. "Public utility provider" includes every provider of a "public utility," as
6 that term is defined in Chapter 386 of the Revised Statutes of Missouri and subject to the
7 jurisdiction, control and regulation of the Missouri Public Services Commission.

8 **SECTION 2. The offense of illegal eviction.**

9 A. A landlord, its agent, or any person commits the offense of illegal eviction
10 by removing or excluding a tenant or the tenant's personal property from the premises
11 without judicial process and court order, or by causing such removal or exclusion, or by
12 causing the removal of the doors or locks to such premises, or by willfully diminishing
13 services to a tenant by interrupting or causing the interruption of essential services,
14 including, but not limited to, electric, gas, water, or sewer service, to the premises.

15 B. A person does not commit the offense of illegal eviction by taking action
16 to interrupt or diminish essential services to the premises if such action is taken for
17 legitimate health or safety reasons. Neither shall this section apply to any public utility
18 provider who causes the interruption or diminishment of services to a tenant or a premise.

19 C. Provided that the landlord or its agent acts in full compliance with Section
20 441.065 of the Revised Statutes of Missouri, a person does not commit the offense of
21 illegal eviction if the tenant abandons the premises.

22 **SECTION 3. Nonwaiverability**

1 Any waiver of this provision in any lease or other rental agreement shall be void,
2 except with respect to any restriction on the provision of a service specified in this section
3 imposed by the United States or any agency thereof, or the State of Missouri or any
4 political subdivision thereof, and not resulting from the acts or omissions of the landlord,
5 and except for interruptions of any specified service during the time required to perform
6 necessary repairs or inspections to apparatuses necessary for the delivery of said service
7 or interruptions resulting from natural causes beyond the control of the landlord.

8 **SECTION FOUR. Nonexclusivity of remedy**

9 A tenant may pursue any civil remedy for violation of this section regardless of
10 whether or not a fine has been assessed to the landlord pursuant to this section, and
11 nothing in this ordinance shall reduce the amount that a tenant may recover in such civil
12 action.

13 **SECTION FIVE. Illegal to collect rent for period while tenant is illegally**
14 **evicted.**

15 It shall be unlawful for any landlord or other person, firm, partnership,
16 corporation, or any other legal entity to collect rent from a tenant for a premise for the
17 period that the tenant is or has been illegally evicted from the premises.

18 **SECTION SIX. Penalty for violation.**

19 Any person who violates the provisions of this chapter shall be subject to of a fine
20 of not less than one hundred dollars (\$100.00) nor more than five hundred dollars
21 (\$500.00) or a term of imprisonment not more than ninety (90) days or both a fine and
22 term of imprisonment.

23 **SECTION SEVEN. Severability.**

June 23, 2017

Page 3 of 4

Board Bill No. 87

Sponsored by: ALDERMAN TERRY KENNEDY

1 If any provision, clause, sentence, paragraph or word of this ordinance or the
2 application thereof to any person, entity or circumstances shall be held invalid, such
3 invalidity shall not affect the other provisions of this ordinance which can be given effect
4 without the invalid provisions or application, and to this end the provisions of this
5 ordinance are declared severable.

EXHIBIT A

This Agreement, made on December ____, 2020, by and between the City of St. Louis, a municipal corporation organized under the laws of Missouri, having its administrative offices at 1200 Market St, St. Louis, MO 63130 (the “City”), and the Sheriff of the City of St. Louis, having its offices at 1114 Market St, St. Louis, MO 63101 (the “Sheriff”).

WHEREAS, RSMo 57.101 authorizes cities to enter into agreements with the county sheriff to empower the sheriff and his or her deputies to enforce municipal ordinances with the same power and authority as the City’s municipal police provided that the agreement is approved by the governing body of the county.

WHEREAS, the City and the Sheriff desire to work together for the Sheriff to enforce Ordinance 70624, which was approved by the Board of Aldermen of the City of St. Louis on October 24, 2017.

WHEREAS, the Board of Aldermen has pre-approved this agreement under Board Bill ____.

NOWTHEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties hereto agree as follows:

1. GRANT OF AUTHORITY

The City hereby grants authority to the Sheriff and his or her deputies to enforce Ordinance 70624 with the same power and authority as the St. Louis Metropolitan Police Department.

2. MUTUAL COORDINATION

The City agrees to direct the St. Louis Metropolitan Police Department and other relevant City departments to cooperate with the Sheriff and his or her deputies in good faith to ensure effective enforcement of Ordinance 70624. The Sheriff agrees to coordinate with the St. Louis Metropolitan Police Department and other relevant City departments in good faith to ensure effective enforcement of Ordinance 70624.

3. TERMINATION

The City and the Sheriff may terminate this Agreement for any reason upon at least 30 days written notice by either party.

4. TERM

This Agreement shall commence on _____, and shall be indefinite unless otherwise terminated in accordance with SECTION THREE above.

5. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any pre-existing agreements relating to the Sheriff's enforcement of Ordinance 70624. Any alterations of this Agreement shall be invalid unless it is made by an amendment in writing duly executed by both parties and approved by the City's Board of Aldermen. There are no understandings, representations or agreements, written or oral, other than those contained in this Agreement.

The parties hereto have executed this Agreement on December ____, 2020.

Department of Public Safety
City of St. Louis
By:

Judge Jimmie Edwards
Director of Public Safety

Office of the Sheriff
City of St. Louis
By:

Vernon Betts
Sheriff