

ORDINANCE
AN ORDINANCE REGARDING RESIDENTIAL CRIME FREE HOUSING IN THE
VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

Section 1. Village Code Amended. Chapter 22 (Businesses), Article II (Licensing), of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is amended by adding a new Division 14 (Crime-Free Housing) to read as follows:

DIVISION 14. CRIME-FREE HOUSING

Sec. 22-473. Crime-Free Housing.

(a) *License Requirement.*

No person, corporation, partnership or other business entity, condominium, townhouse, cooperative membership association or homeowners' association shall engage in the business of renting any dwelling unit to the public, the operation of a rental dwelling unit, rooming house or rooming unit unless a valid Residential Rental License has been issued by the village for the specific location. A dwelling unit may be rented and no new lease may be entered into and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked.

(b) *Exception.*

The licensing requirement pursuant to this section shall not apply to group homes governed by the Specialized Living Centers Act, 405 ILCS 25/1, et seq., dealing with the developmentally disabled, or to other similar uses governed by state or federal laws, rules or regulations.

(c) *Application.*

The application for a Residential Rental License shall be made in the name of the legal owner of the premises to be rented, and shall be submitted to the village on a form to be provided by the village. The application shall identify the location of the property; the name, address and telephone number(s) of the owner; the name, address and 24-hour telephone number(s) of the manager or custodian of the property; the owner's agent for service of process; and such other information as the village may reasonably require. Every applicant shall be given a packet of materials containing the following: a Public Safety/Crime Prevention inspection checklist; a Crime-Free Housing Lease Addendum; a letter to tenant; a current Crime-Free Housing Seminar schedule; and the village's Crime-Free Housing contact information.

(d) *License Fee.*

The annual fee for a Residential Rental License shall be paid at the time of application as follows:

(1) One unit or single-family residence	\$75
(2) Two to Ten units	\$125
(3) Eleven to Nineteen units	\$175
(4) Twenty or more units	\$225

The fee for licenses issued during a calendar year shall be pro-rated. Neither the sale of a property, nor the suspension or revocation of a license, shall entitle an applicant to a refund of any license fee.

(e) *Term of License.*

A Residential Rental License shall be issued for a period of one calendar year. All licenses shall expire on December 31 next after issuance.

(f) *Renewal; Re-issuance.*

Application for renewal of a Residential Rental License shall be made in the same manner as for a new license. Application for renewal must be made within sixty days prior to the expiration of the present license. Each new owner of a rental dwelling must obtain a new license. No license shall be transferable. Such license shall be applied for and obtained prior to a new owner closing on the purchase and sale of a rental dwelling unit. Failure to apply for a new license by a subsequent owner shall result in the revocation of the current license.

(g) *Pre-Issuance, Public Safety/Crime Inspection.*

No Residential Rental License shall be issued or renewed unless the rental dwelling unit, along with its common areas and appurtenances has undergone a Public Safety/Crime Prevention inspection. Rental dwelling units that undergo a change in ownership shall be subject to a rental dwelling unit Public Safety/Crime Prevention inspection, notwithstanding any other required inspection as a condition precedent to transfer of title or otherwise as set forth under and pursuant to Chapter 18 of this Code. The owner shall be provided with an inspection report describing any condition that fails to meet the Public Safety/Crime Prevention guidelines and shall be afforded a reasonable opportunity to correct such conditions. In the event that more than two follow-up inspections are required to determine compliance, the owner shall pay an additional inspection service charge of \$100 for each additional inspection. Payment of said service charge must be made in full prior to the issuance of a license. Failure to correct said conditions shall result in a suspension or revocation of an existing license or, in the case of a new license application, the denial of a license application or a revocation.

(h) *Periodic Inspection.*

Every rental dwelling unit subject to this section, along with its common areas and appurtenances, shall be subject to periodic Public Safety/Crime Prevention inspections by the village at reasonable times and in a reasonable manner to ensure continuing compliance with this section and with all applicable laws, rules and regulations. Whenever it appears pursuant to an inspection or otherwise that conditions or practices exist that violate the provisions of this

section or any applicable laws, rules regulations, the village shall serve written notice upon a licensee of such violation, providing for what action is necessary to correct the violation and a time by which the violation must be corrected. Violations not corrected within the time set forth in the written notice shall result in a Residential Rental License suspension or revocation.

(i) **Crime-Free Housing Seminar.**

All persons applying for a Residential Rental License and all persons who administer, manage, or control the operation of any rental dwelling unit must attend a crime-free housing seminar, administered by the Park Forest Police Department within three months of application for Residential Rental License. In the event that a seminar is not available prior to a license otherwise being issued, a conditional license may be issued, subject to attendance within a three-month period from the time of issuance of the conditional issuance. In the event that a seminar is not attended within said three-month period, the Residential Rental License shall be void. If a property owner hires, changes, replaces or adds any person or persons to administer, manage or control the operation of a rental dwelling unit, the village shall be notified upon said change and that person or persons must attend the crime-free housing seminar within three months of said change. Failure to do so shall result in the suspension or revocation of a Residential Rental License. All persons who are issued a Residential Rental License and all persons who administer, manage or control the operation of any rental dwelling unit shall attend the seminar every three years. Failure to do so shall result in a suspension or revocation of a Residential Rental License.

(j) **Attendance Records.**

The chief of police shall designate a crime-free housing coordinator, who shall maintain a list of those persons who have attended a Crime-Free Housing Seminar, the date of attendance and verification that the owner, agent or designee is eligible to obtain, maintain or renew a Residential Rental License.

(k) **Crime Free Lease Agreement Addendum.**

Every cooperative housing agreement, lease, renewal of lease or other such agreement for the rent or lease of any residential property shall include the following language:

“In addition to all other terms of the lease, Landlord and Tenant agree as follows:

The tenant, any member of the tenant’s household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances:

- 1. Shall not engage in any quasi-criminal or criminal activity as defined by local, state or federal law;***
- 2. Shall not engage in any act intended to facilitate any quasi-criminal or criminal activity and/or obstruct or resist law enforcement against criminal activity;***
- 3. Shall not permit and/or allow the dwelling unit, common areas or appurtenances to be used for or facilitate any quasi-criminal or criminal activity as defined by local, state or federal law.***

Should the tenant, any member of the tenant’s household, any guest or any other person or persons associated with the tenant or his or her household, common areas or appurtenances

violate any provisions stated herein, such a violation shall constitute material noncompliance with this lease and shall further constitute grounds for termination of tenancy and eviction.

(l) **Transfer of Leasehold, Tenancy at Will.**

Upon transfer of ownership of any residential property through which any rental and/or lease agreement is in existence, the new owner shall make a reasonable request upon existing tenants or renters to enter into and incorporate into the existing lease the Crime-Free Lease Addendum set forth above for the remaining term of such in existing rental and/or lease agreement. The failure to or unwillingness to enter into such addendum by the existing tenants, renters and the like shall not preclude the owner from availing himself or herself of the remedies set forth therein should the existing tenant, renter and the like violate any provision of this section.

The landlord of every leasehold for which no written lease agreement exists (tenancy at will), including but not limited to a month-to-month leasehold, shall require a tenant at will to enter into Crime-Free Lease Addendum set forth above, in writing, within sixty days after having received a conditional license.

(m) **Violation of Crime-Free Lease Addendum.**

It shall be unlawful for residential property owner, administrator, manager or person in control of the operation of any rental dwelling unit to permit any tenant to occupy any residential rental property in violation of any provision of the Crime Free Lease Addendum set forth above.

(n) **Administrative Adjudication of Violations.**

Any violation of this section shall be subject to adjudication pursuant to the provisions of chapter 2 (Administration), article VII (Administrative Adjudication of Violations of Village Ordinances) of this Code, unless as specifically provided for in this section.

(o) **Appeal; Reinstatement of License.**

Any person whose Residential Rental License has been suspended or revoked shall be entitled to an adjudication hearing pursuant to the provisions of chapter 2 (Administration), article VII (Administrative Adjudication of Violations of Village Ordinances) of this Code. Notice of said appeal shall be made in writing and shall be filed with the Village Manager within 15 days following the issuance of a suspension or revocation. If, in the case of an inspection violation-related suspension or revocation, the village finds upon a re-inspection that the violations have been corrected and the rental dwelling unit is in compliance, the suspension of an existing license shall be rescinded, or, in the case of a new license application, the imposition of a revocation shall be lifted and a license shall be issued.

(p) **Penalties.**

Any person whose Residential Rental License has been suspended or revoked shall be deemed to be in violation of this section and shall be subject to any of the following:

(1) A fine in an amount of not less than \$250 and no more than \$1,500, per unit for each day the violation exists;

(2) Any and all civil remedies available to the village, including any and all injunctive remedies, that a court of competent jurisdiction may impose;

(3) The posting of a placard(s) by the village on any portion of a property containing a residential dwelling unit that provides that the license has been suspended or revoked and that no new leases may be entered into and no leases may be renewed until the proper license is secured. A placard may only be removed by the village upon full compliance with this section.

(q) Removal or Defacing of a Placard.

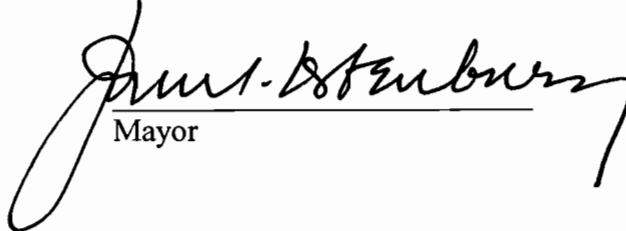
No person shall deface or remove a placard posted pursuant to this section. The defacement or unauthorized removal of a placard by any person shall be subject to a fine in an amount not less than \$250 and no more than \$1,500, for each day said placard remains in a defaced condition or is removed.

Section 2. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law on March 1, 2008.

PASSED this 22 day of October, 2007.

APPROVED:


Mayor

ATTEST:


Village Clerk
Deputy

AYES:

NAY:

Absent: 1

