

PUBLICATION OF:

ORDINANCE NO. 15-113

**ORDINANCE AMENDING TITLE 9 AND TITLE 11
OF THE SCHAUMBURG VILLAGE CODE WITH REGARD TO
OPERATION OF RESIDENTIAL UNITS AND CRIME-FREE PROGRAM**

ADOPTED: OCTOBER 13, 2015

**PUBLISHED IN PAMPHLET FORM
PURSUANT TO AUTHORIZATION AND DIRECTION
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF SCHAUMBURG ON OCTOBER 14, 2015**

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OF THE SCHAUMBURG VILLAGE CODE WITH REGARD TO
OPERATION OF RESIDENTIAL UNITS AND CRIME-FREE PROGRAM**

WHEREAS, the Village of Schaumburg, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs, except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village of Schaumburg desires to establish regulations and requirements for the operation of residential units and a crime-free housing program in the Village; and

WHEREAS, the Village of Schaumburg finds it in the best interests of the Village to amend the Village Code to provide for the same;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION TWO: That Title 9, Chapter 99, Section 99.10 of the Schaumburg Village Code is hereby amended to read in its entirety as follows:

“Operation of Residential Units and Crime-Free Program

99.10 – LICENSING AND OPERATION OF RESIDENTIAL UNITS AND CRIME-FREE HOUSING REGULATIONS

PURPOSE AND DECLARATION OF POLICY:

It is the purpose of this section and the policy of the village, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations with respect to the rental of dwelling units in the village and to encourage landlords to maintain and improve the quality of rental housing within the community.

It is also the purpose of this article and the policy of the village to protect, preserve, and promote the health, safety and welfare of its citizens through the reduction, control, and prevention of criminal and nuisance activities. In that regard, the village board finds that the repeated commission of criminal offenses and violations of this code within the village by tenants, members of a tenant’s household, tenant’s guest(s) and any person under tenant’s control adversely affect the health, safety and welfare of its citizens, except for certain circumstances, as may be provided by law.

This section shall be liberally construed and applied to promote its purposes and policies.

99.10.01: SCOPE:

A. Territorial Application: This section applies to, regulates and determines rights, obligations and remedies for a rental dwelling unit located within the village.

B. Exclusions: The following arrangements are not governed:

1. Residence at a public or private medical, geriatric, educational, religious, nursing or retirement institution;

Residence in a residential care home; and

3. Transient occupancy in a hotel or motel licensed by the village.

99.10.02: DEFINITIONS:

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

ACTION: Recoupment, counterclaim, setoff, suit at law or in equity, and any other proceeding in which rights are determined, including an action for possession and/or an action for unpaid rent.

CERTIFIED AS A RESIDENTIAL OPERATOR OR CERTIFICATION AS A RESIDENTIAL OPERATOR: The annual certification of landlord of a residential unit or structure, who has been issued a residential operator's license, a security certificate, and a certificate for completing the crime free housing seminar.

CHRONIC PUBLIC NUISANCE: With respect to a rented residential dwelling unit, a Chronic Public Nuisance is defined as follows:

A. The occurrence of two (2) or more public nuisance activities, one of which constitutes a felony offense, in the use of the same rental unit within any twelve (12) month period; or

B. The occurrence of three (3) or more public nuisance activities in the use of the same rental unit within any twelve (12) month period; or

C. The occurrence of four (4) or more public nuisance activities in regard to the use of the same multi-family residential structure within any twelve (12) month period.

D. When an excessively high number of calls for police service related to public nuisance activities reasonably indicate, when compared to other similar properties in the

Village, that the activity at this property is out of character for the area and is effecting the quality of life of those in the area.

CHRONIC PUBLIC NUISANCE PROPERTY:

A. Any rental unit, whose tenant(s), any member of the tenant's household, tenant's guest(s), and any person under tenant's control, commit any two (2) or more public nuisances, one of which constitutes a felony offense, within the village of Schaumburg within any one year period, or any three (3) or more public nuisances within the village of Schaumburg within any one year period, and

B. Any multi-family rental structure whose tenant(s), any member of the tenant's household, tenant's guest(s), and any person under tenant's control, commit any four (4) or more public nuisances within the village of Schaumburg within any one year period or where an unreasonably high number of calls for police service, including, but not limited to, calls related to public nuisance activities, reasonably indicate, when compared to other similar properties in the Village, that the activity at this property is out of character for the area and is impacting the quality of life of those in the area. (**Note:** modified from Schaumburg Code, 99.10)

CODE: Any state statute, village ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

CONDITIONAL LICENSE: A temporary residential operator's license issued to permit the rental of a rental unit or structure where:

A. A violation or violations of applicable regulations exist;

B. Outstanding fees remain unpaid to the village;

C. Outstanding judgments remain unsatisfied; or

D. A landlord is permitted to rent a rental unit or structure prior to attendance by the landlord or a designated agent, at the required crime free housing seminar.

CRIME FREE HOUSING SEMINAR: A seminar sponsored by the Schaumburg police department to provide information to landlords and their designated agents regarding the requirements under this code, including the crime free housing lease provision.

DIRECTOR: The director of community development or his/her designee.

DWELLING UNIT (RESIDENTIAL DWELLING UNIT): One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy with separate bathroom and facilities for cooking and sleeping. For purposes of this section, dwelling unit shall include a single family structure, attached or detached, an

apartment, condominium, and townhouse, and the individual dwelling units in a multiple-family structure or rooming house.

FELONY OFFENSE: Any offense that constitutes a felony under the criminal code of 2012 as amended, 720 Illinois Compiled Statutes 5/1-1 et seq., including, but not limited to, those described as a public nuisance in this section, unless specifically excepted in subsection U thereof.

JUDGMENT: An order entered by a court of competent jurisdiction, awarding fines, fees, costs and/or damages for violations of this code or state or federal law, in any way related to a certain property.

LANDLORD: The owner of the dwelling unit or the building of which it is a part.

MULTI-FAMILY RENTAL STRUCTURE: A building which contains two (2) or more dwelling units, of which at least fifty percent (50%) are rental units.

NOTICE: Unless otherwise stated, all notices required shall be in writing and shall be served by one party upon the other by mail, or personally upon the person or member of his or her household over the age of twelve (12).

OWNER: One or more persons in whom is vested all or part of the legal title to the premises, jointly or severally, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage holder in possession.

PERMIT: To suffer, allow, approve, consent to, acquiesce in or agree to the doing of an act, including the failure to prevent through inaction.

PERSON: An individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

PREMISES: A dwelling unit and the structure of which it is a part, and facilities and appurtenances and grounds, areas and facilities held out for the use of tenants.

PROPERTY MANAGER: Any person authorized to manage the premises.

PUBLIC NUISANCE: The following offenses are hereby declared to be public nuisances to be considered in determining whether or not a chronic public nuisance property exists:

A. Any offense defined and prohibited by article 9 (homicide) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/9-1 et seq.

B. Any offense defined and prohibited by article 10 (kidnapping and related offenses) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/10-1 et seq.

- C. Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-14.1 (Soliciting Prostitution), Section 11-14.3 (Promoting Prostitution – pandering, keeping a place of prostitution), Section 11-20.1 (Child Pornography), or Section 11-21 (Harmful Material to Minors) of the Criminal Code of 2012, 720 ILCS 5/11-14, 5/11-14.1, 5/11-14.3, 5/11-20.1, and 5/11-21.
- D. Any offense defined and prohibited by article 12 (bodily harm) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/12 et seq.
- E. Any offense defined and prohibited by article 16 (theft) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/16-1 et seq.
- F. Any offense defined and prohibited by article 20-2 (possession of explosives or incendiary devices) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/20-2 et seq.
- G. Any offense defined and prohibited by article 24 (deadly weapons) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/24-1 et seq.
- H. Any offenses defined and prohibited by article 25 (mob action) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/25-1 et seq.
- I. Any offense defined and prohibited by section 26 (disorderly conduct) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/26-1 et seq.
- J. Any offense defined and prohibited by article 28 (gambling) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/28-1 et seq.
- K. Any offense defined and prohibited by article 31 (interference with public officers) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/31-1 et seq.
- L. Any offense defined and prohibited by section 6-16 (prohibited sales and possession) or section 6-20 (purchase or acceptance of gift of liquor by persons under age 21) of the liquor control act of 1934, 235 Illinois Compiled Statutes 5/6-16 and 5/6-20.
- M. Any offense defined and prohibited by the Illinois controlled substances act, 720 Illinois Compiled Statutes 570/100 et seq.
- N. Any offense defined and prohibited by the cannabis control act, 720 Illinois Compiled Statutes 550/1 et seq.
- O. Any offense that constitutes a felony under the criminal code of 2012, 720 Illinois Compiled Statutes 5/1-1 et seq., including, but not limited to, those set forth above.

P. Any offense that constitutes a misdemeanor as defined in the Illinois Criminal Code of 2012, 720 ILCS 5/1-1 et seq., or any similar offense under this Village Code.

Q. Any inchoate offense defined and prohibited by article 8 (inchoate offenses) of the criminal code of 2012, 720 Illinois Compiled Statutes 5/8-1 et seq., which is relative to the commission of any of the aforesaid principal offenses.

R. Any offense defined and prohibited by the Illinois Methamphetamine Control and Community Protection Act, 720 ILCS 646/1, et seq.

S. Any offense defined and prohibited by Title 13, "General Offenses", of this Code.

T. An unreasonably high number of calls for police service, including, but not limited to, calls related to public nuisance activities, which reasonably indicate, when compared to other similar properties in the Village, that the activity at this property is out of character for the area and is impacting the quality of life of those in the area.

U. Public Nuisances exclude, pursuant to Section 1-2-1.5 of the Illinois Municipal Code, 65 ILCS 5/1-2-1.5:

- 1) contacts made to police or other emergency services a) with intent to prevent or respond to domestic violence or sexual violence; or b) where intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) contacts made by, on behalf of, or otherwise concerns an individual with a disability, for a purpose related to that individual's disability; or
- 2) An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring within the Village of Schaumburg); or
- 3) Public nuisances (which includes criminal activity or a local ordinance violation as defined in 65 ILCS 5/1-2-1.5) occurring in the Village of Schaumburg that is directly related to domestic violence, engaged in by a tenant, member of a tenant's household, guest, or other party and against a tenant, household member, guest or other party.
- 4) Not excluded under the circumstances described above are violations of Section 15.2 of the Emergency Telephone System Act, 50 ILCS 750/15.2, Article 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1 et seq., and Article IX (Forcible Entry and Detainer) of the Code of Civil Procedure, 735 ILCS 5/9-101 et seq.

PUBLIC NUISANCE ACTIVITY: The commission of any act or conduct, which constitutes any of the offenses declared to be a public nuisance.

RENTAL AGREEMENT (RESIDENTIAL LEASE): Any agreements and valid rules and regulations adopted pursuant to agreement under subsection 99.10.06, embodying the terms and conditions concerning the use and occupancy of a specified dwelling unit and premises.

RENTAL STRUCTURE: Any "building", as defined in section 154.27 of this code, which building includes a dwelling unit or units for rent, to include single-family residences, multi-family rental structures, rooming houses and buildings with less than three (3) dwelling units.

RENTAL UNIT: A dwelling unit in a rental structure occupied or available for occupancy, other than the owner of record, under a rental agreement.

RESIDENTIAL OPERATOR'S LICENSE: A license to rent a rental unit or rental structure as required by section 123.02 of this code.

RESPONSIBLE PARTY: Includes landlords, landlords' designated agents, residential operators' licensees, and property managers.

SECURITY CERTIFICATE: A certificate issued to a property owner upon completion and review of a crime prevention analysis conducted by the police department (which may include, among other things, research of recent criminal history, a security survey and presentation of safety tips to protect the property, its occupants and visitors, as well as the owner's implementation of any security recommendations as may be determined by the director.

SECURITY SURVEY: An analysis of property and locale characteristics, conducted by the police department, to determine the vulnerability of the property, occupants and visitors to criminal activity, and to make recommendations to reduce criminal activity and promote safety based upon those observations.

SINGLE DWELLING RENTAL UNIT: A rental structure containing only one dwelling unit ("SDR").

TENANT: A person entitled under a rental agreement to occupy a rental unit.

TERM USAGE: Whenever the term "person", "landlord" or "tenant" is used in the masculine or singular form, it shall also include and refer to the feminine or plural form.

VILLAGE: The Village of Schaumburg.

VILLAGE MANAGER: The village manager or any person acting in the manager's stead or as appointed by the village manager to act as his/her agent.

99.10.03: CHRONIC PUBLIC NUISANCE; UNLAWFUL:

Chronic Public Nuisance Property Unlawful: It shall be unlawful and a nuisance for any person to permit, whether knowingly or otherwise, any rental structure within the village to become, exist or be used as a chronic public nuisance. Any chronic public nuisance found to exist within the village shall be subject to abatement in accordance with this section. For purposes of this section, "multi-family residential structure" and "SDR" shall include the land to which they are affixed, incidental or pertinent. This shall include, but not limited to, any parking area, common area, premises, room, house, building or structure or any separate part or portion of the foregoing.

99.10.04: ABATEMENT:

A. Pre-abatement Procedure: Whenever the police department makes a report; receives a report from another law enforcement agency, or otherwise verifies public nuisance activity within the village by a tenant(s), any member of the tenant's household, tenant's guest(s) or any person under tenant's control, the chief of police may take the following action:

1. Notify the landlord that the property is or may become a chronic public nuisance property. The notice shall contain the following information:

a. The street or other identifying address of the SDR or multi-family residential structure.

b. A concise statement of the manner in which the property is or may become a chronic public nuisance property. The notice shall further state/provide:

(1) The names of occupants or others involved in the public nuisance activity. A copy of any relevant citation or arrest report describing the activity may also be included.

(2) Demand corrective action must be taken to ensure that subsequent public nuisance activity does not occur;

(3) In the event of a subsequent occurrence of a public nuisance activity on that property, the chief of police may declare the property a chronic public nuisance, such that the landlord's residential operator's license shall be subject to suspension or revocation;

(4) The landlord must enforce the crime free lease provision through eviction or take such other reasonable corrective action as the chief of police deems necessary; and

(5) The landlord has the right to request a hearing before the village manager to contest the determination of public nuisance activity. The request for a hearing must be received by the village manager within eight (8) days following the

date such notice was served. If such a request for a hearing is not received within that time period, the police chief's determination shall become final.

2. In determining whether to send a second or subsequent notice, the chief of police may consider the prior cooperation (or lack of cooperation) of the landlord in responding to the chief's notification letter, agreeing upon corrective action, and whether or not the agreed corrective action was taken. In the event that the chief finds that further discussions with the landlord may achieve corrective action, the chief may convene a mandatory meeting to establish such a corrective action plan.

a. Mandatory meeting with the chief. At the mandatory meeting, the chief of police may suggest various courses of action for the landlord to prevent further unlawful activities from occurring. A corrective action plan should be established, which may include the lawful eviction of a tenant or the landlord's ability to bar persons from the property. In the event that the landlord fails to attend the mandatory meeting, the second or subsequent notice should be sent.

3. For purposes of this section, it is not necessary that notices be sent for each public nuisance activity that may occur, but that two (2) pre-abatement notices be sent in regard to public nuisance activities at an SDR and three (3) pre-abatement notices be sent in regard to such activities related to a multi-family residential structure, prior to commencement of the abatement proceedings set forth below. If the first public nuisance activity in regard to the same SDR is a felony offense, a second pre-abatement notice is not required.

B. Abatement Procedure: If, after complying with the notification procedures described in subsection A above, the chief of police determines that the property has become a chronic public nuisance property, the chief of police shall:

1. Notify the landlord that the property has been declared a chronic public nuisance property. The notice shall contain the following information:

a. The street address or legal description sufficient for identification of the property.

b. A statement that the chief of police has determined the property to be a chronic public nuisance property with a concise description of the public nuisance activities leading to that finding.

c. A statement that the chief of police has recommended to the village manager that the residential operator's license be revoked or suspended pursuant to section 110.25 of this code, but if the landlord notifies the chief immediately upon receipt of the notice and agrees to remedy the disorderly conditions within ten (10) days, or to take other agreed and timely measures, the chief may, at his/her sole discretion, postpone a review by the village manager.

2. Settlement Agreement. The chief and landlord may agree to resolve the matter short of a hearing by entering into a settlement agreement to include the imposition of a fine and a remediation plan for the dwelling unit or multi-family rental structure, along with a compliance date, and agreed upon penalties in the event of non-compliance by that date. In the event that compliance is not achieved by the established date of compliance, the hearing process shall proceed, unless otherwise agreed by the parties.

C. Burden Of Proof, Notice:

1. In an action seeking abatement of a chronic public nuisance property by revocation or suspension of the landlord's residential operator's license, the village shall have the initial burden of showing by a preponderance of the evidence that the property is a chronic public nuisance property.

2. For purposes of showing that the property is a chronic public nuisance property, the testimony of police officers that recounts other witness statements shall be admissible, subject to the discretion of the village manager. Police reports, court records, and prosecution records are admissible and relevant, and may be used to prove that that a public nuisance occurred.

3. The following are defenses to an action seeking suspension or revocation of a residential operator's license:

a. The landlord, at the time in question, attempted to curtail the chronic public nuisance activity, but in spite of the exercise of reasonable care and diligence, could not control the conduct leading to the findings that the property is a chronic public nuisance property.

b. The public nuisance activities occurring at an SDR were not related to the same tenant. Public nuisance activities at an SDR are subject to abatement under this section, only if they occur while the rental unit is leased to the same tenant.

4. The failure of any person to receive the notices in subsections A and B of this section shall not invalidate or otherwise affect the proceedings under this section.

5. Effect of eviction proceedings:

a. If a landlord initiates a forcible entry and detainer action in the circuit court of Cook County to evict a tenant of a dwelling unit that is subject to notices under this section, the village may initially agree to enter and continue the village manager's review of the chief of police's recommendation that the residential operator's license be revoked or suspended, pending the result of such court action. In deciding whether or not to further continue the matter based upon the eviction proceeding, the village shall consider, among other things, whether eviction is the only remedy for

preventing future public nuisance activities, and whether the action is being timely prosecuted by the landlord.

b. The landlord must submit to the village, prior to the village manager's review, a copy of the forcible entry and detainer law suit that was filed.

c. The landlord shall notify the chief of police regarding the progress of the court proceeding within seven (7) business days of its resolution including, but not limited to, orders to stay judgments, evict, grant possession or abandonment, and dismiss the case.

D. Effect upon revocation or suspension:

1. In the event that a residential operator's license is revoked or denied, or the rental structure is being operated without a license, then:

a. No existing rental agreement or lease shall be renewed and no new rental agreement or lease shall be entered into with respect to any rental unit located within the rental structure; and

b. The village shall have the right to proceed under section 123.02 of this code.

2. A license which has been revoked or denied shall not be reinstated. The landlord may, however, obtain a new license after all violations have been corrected and fine/fees paid by following the procedures for obtaining a new license as set forth in this section.

3. Whenever a license is revoked or denied, or the rental structure is being operated without a license, the director shall notify the landlord or property manager at the last address provided on the most recent license application or to the taxpayer of record if no application is available. The director shall also notify the landlord, property manager and all tenants of the rental structure by posting a notice on all entrances to the rental residential structure, containing the name and address of the owner, address and/or name of a the multi-family residential structure, and the following statement:

You are hereby notified that the license for this structure has been revoked or denied, or the rental structure is being operated without a license. No existing rental agreement or lease shall be renewed and no new rental agreement or lease shall be entered into with respect to any rental unit located within this building.

4. In the event that any notice posted in accordance with subsection 4 of this section is removed without the approval of the code official, the code official may post a notice on the property, a minimum of thirty inches by thirty inches (30" x 30") in size, having letters a minimum of two inches (2") high, containing the name and address of

owner, address and/or name of the multi-family residential structure, and the statement set forth in sub-subsection 3 of this subsection.

5. Removal of the notices required in sub-subsections 4 and 5 of this subsection by any person other than a code official is prohibited and shall be subject to a fine in the amount set forth in section 10.99 of this code.

6. The license shall remain in effect during the pendency of a hearing under this section.

E. Eviction Or Retaliation Prohibited: It shall be unlawful for an owner to terminate the rental agreement of a tenant or otherwise retaliate against any tenant because that tenant complained to the police chief about nuisance activities on the owner's premises. Such retaliation shall be enforceable as a violation of this section.

F. Penalties For Maintaining Chronic Public Nuisance Property: If the village manager finds that the landlord has permitted a property to become chronic public nuisance property, the landlord is subject to the following penalties:

1. The landlord shall be fined not less than Three Hundred Dollars (\$300.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each unit declared to be a chronic public nuisance property. Further, such landlord shall be fined not less than Seven Hundred and Fifty Dollars (\$750.00) nor more than Fifteen Hundred Dollars (\$1,500.00) for each subsequent unlawful activity that occurs in, at, on or about that unit within the one (1) year period.

In addition to the fines set forth above, a landlord shall be liable for administrative costs associated with any hearing pursuant to this code.

3. In addition, to the fines and costs set forth above, landlord's residential operator's license shall be subject to suspension or revocation, and a charge for nuisance services may apply as provided in this section.

G. Charge for nuisance services: After being declared a chronic public nuisance property, premises that have generated more calls for police service due to public nuisance activities, when compared to other similar properties within the Village, have received more than the level of general and adequate police service and placed an undue and inappropriate burden on the taxpayers of the village. The chief of police shall charge the owners of such premises the costs associated with abating public nuisance violations at such premises for a period of one (1) year, after which, charging for such services will cease unless the president and board of trustees reconsider the facts and determine to continue to charge for such services.

99.10.05: CRIME FREE HOUSING:

A. A residential operator's license shall not be issued until the landlord, or designated agent, has attended and successfully completed the crime free housing

seminar, sponsored by the village of Schaumburg. The certification as a residential operator shall be issued on an annual basis subject to annual compliance with these requirements.

Exemption: Any condo or homeowners' association, which rents out premises for a period of less than one (1) year as the result of a foreclosure pursuant to Illinois law, shall not be required to comply with the crime-free housing seminar requirement, if it receives counsel from an attorney that has provided training through the crime-free housing program or has background or expertise in crime-free addendums, as approved by the village attorney. (Note: See Schaumburg Code: 99.10(D).

B. In the event that a landlord makes application for a residential operator's license and has met all other license requirements, but a crime free housing seminar is not available, a conditional license may be issued. The conditional license shall be effective no more than three (3) months from the date of issuance and subject to attendance and successful completion by the landlord, or his/her designated agent, of the crime free housing seminar within that time period. Upon completion of the seminar within that time period, a residential operator's license shall be issued.

C. In the event that a designated agent attended the crime free housing seminar and that agent is no longer employed by the landlord or designated by the landlord to be responsible for managing the SDR and/or multi-family residential structure under the residential operator's license, the landlord, or a newly designated agent, shall attend and successfully complete the seminar within three (3) months of that event.

D. At any time after two (2) years from the date of the issuance of a residential operator's license, a landlord or designated agent may be required to attend and successfully complete a refresher crime free housing seminar. Such requirement shall be subject to the recommendation of the chief of police to the village manager, who shall consider the following in determining whether or not the refresher course is required:

1. Whether the property is in danger of becoming a nuisance residential rental property as defined in this article, and

Whether criminal activity is occurring on the premises and the landlord has failed to initiate eviction proceedings or take other appropriate action.

A residential operator's license shall not be renewed if attendance is required, but is not completed within three (3) months of the notice to that effect. Such notice shall be delivered or mailed to the landlord, or designated agent, at the address designated on the most recent license application.

E. The chief of police shall provide to the finance director, a list of landlords and/or designated agents, who have attended the crime free housing seminar and/or are certified residential operators. This shall include the dates of attendance and

verification that the landlord or designated agent has otherwise complied with this code so as to be eligible for issuance or renewal of a residential operator's license.

F. Every residential lease, including each extension, shall contain a crime free lease provision. The purpose of the provision is to make criminal activity, including, but not by way of limitation, violent or drug-related criminal activity, engaged in by, facilitated by or permitted by the lessee, member of the household, guest or other party under the control of the lessee, a lease violation, and to provide the landlord with authority under that clause to initiate eviction proceedings pursuant to state law. The crime free lease provision shall be in substantially the following form:

*Crime Free Housing Lease Provision
Prohibition against criminal
activity within the Village of Schaumburg.*

1. *The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate criminal activity within the Village of Schaumburg, which includes the leased premises, at*

2. *The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, criminal activity, regardless of whether the individual engaging in such activity is a member of the household.*

3. *The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.*

4. *The Tenant is vicariously liable for the criminal activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.*

5. *One or more violations of subsections 1, 2 or 3 of this Lease Section constitute a substantial violation and a material noncompliance with the Lease. Any such violation is grounds for termination of tenancy and eviction from the leased premises. Unless otherwise required by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.*

6. *In case of conflict between the provisions of this lease addendum and any other provisions of the lease, the provisions of this addendum shall govern.*

7. *For purposes of this lease addendum, criminal activity shall mean:*

(i) Any offense defined and prohibited by Article 9 (Homicide) of the Criminal Code of 2012, 720 ILCS 5/9-1, et seq.

(ii) Any offense defined and prohibited by Article 10 (Kidnapping and related offenses) of the Criminal Code of 2012, 720 ILCS 5/10-1, et seq.

(iii) Any offenses defined and prohibited by Section 11-14 (Prostitution), Section 11-14.1 (Soliciting Prostitution), Section 11-14.3 (Promoting Prostitution - pandering, keeping a place of prostitution), Section 11-20.1 (Child Pornography), or Section 11-21 (Harmful Material to Minors) of the Criminal Code of 2012, 720 ILCS 5/11-14, 5/11-14.1, 5/11-14.3, 5/11-20.1, and 5/11-21.

(iv) Any offense defined and prohibited by Article 12 (Bodily Harm) of the Criminal Code of 2012, 720 ILCS 5/12, et seq.

(v) Any offense defined and prohibited by Article 16 (Theft) of the Criminal Code of 2012, 720 ILCS 5/16-1, et seq.

(vi) Any offense defined and prohibited by Article 20-2 (Possession of Explosives or Incendiary Devices) of the Criminal Code of 2012, 720 ILCS 5/20-2, et seq.

(vii) Any offense defined and prohibited by Article 24 (Deadly Weapons) of the Criminal Code of 2012, 720 ILCS 5/24-1, et seq.

(viii) Any offenses defined and prohibited by Article 25 (Mob Action) of the Criminal Code of 2012, 720 ILCS 5/25-1 et seq.

(ix) Any offense defined and prohibited by Section 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1, et seq.

(x) Any offense defined and prohibited by Article 28 (Gambling) of the Criminal Code of 2012, 720 ILCS 5/28-1, et seq.

(xi) Any offense defined and prohibited by Article 31 (Interference with Public Officers) of the Criminal Code of 2012, 720 ILCS 5/31-1, et seq.

(xii) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.

(xiii) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/100, et seq.

(xiv) Any offense defined and prohibited by the Cannabis Control Act, 720 ILCS 550/1, et seq.

(xv) Any offense that constitutes a felony under the Criminal Code of 2012, 720 ILCS 5/1-1 et seq., including, but not limited to, those set forth above.

(xvi) Any offense that constitutes a misdemeanor as defined in the Illinois Criminal Code of 2012, 720 ILCS 5/1-1 et seq., or any similar offense under the Schaumburg Village Code.

(xvii) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 2012, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.

(xviii) Any offense defined and prohibited by Title 13, "General Offenses", of the Schaumburg Village Code.

(xix) Any offense defined and prohibited by the Illinois Methamphetamine Control and Community Protection Act, 720 ILCS 646/1, et seq.

(xx) Criminal Activity excludes, pursuant to Section 1-2-1.5 of the Illinois Municipal Code, 65 ILCS 5/1-2-1.5:

- 1) contacts made to police or other emergency services a) with intent to prevent or respond to domestic violence or sexual violence; or b) where intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) contacts made by, on behalf of, or otherwise concerns an individual with a disability, for a purpose related to that individual's disability; or
- 2) An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises (*strike "in the dwelling unit or on the premises" and insert "within the Village of Schaumburg" – see below); or
- 3) Public nuisances (which includes criminal activity or a local ordinance violation as defined in the SB) occurring in the dwelling unit or on the premises that is directly related to domestic violence, engaged in by a tenant, member of a tenant's household, guest, or other party and against a tenant, household member, guest or other party (*strike "in the dwelling unit or on the premises" and insert "within the Village of Schaumburg" – see below); *The proposed ordinance includes public nuisances that occur anywhere in the Village, which goes beyond the limits in 2 and 3 above, but not 1. Since they are inter-related, we should probably expand 2 and 3 to "within the Village of Schaumburg".
- 4) Not excluded under the circumstances described above are violations of Section 15.2 of the Emergency Telephone System Act, 50 ILCS 750/15.2, Article 26 (Disorderly Conduct) of the Criminal Code of 2012, 720 ILCS 5/26-1 et seq., and Article IX (Forcible Entry and Detainer) of the Code of Civil Procedure, 735 ILCS 5/9-101 et seq.

99.10.06 RENTAL AGREEMENTS:

A. Terms And Conditions:

1. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this section and other rules of law, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

The landlord and tenant shall include in a rental agreement terms and conditions required by this section.

3. All rental agreements between landlords and tenants, including renewal rental agreements to the extent not otherwise excepted in sub-subsection B of this subsection, must be in writing, dated and signed by both parties with signed copies provided to both at the time of signing.

4. Rent is to be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the landlord's place of business at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

5. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in the case of a tenant who pays weekly rent, and in all other cases month to month.

6. The rental agreement shall inform the tenant that the interior of the unit may be subject to regular inspection and/or investigation of complaints of violations for compliance with village codes to ensure the health, safety, and welfare of the residents and the public.

B. Effect Of Unsigned Or Undelivered Agreement:

1. If the landlord does not sign and deliver a written rental agreement to the tenant which has been signed and delivered by the tenant to the landlord, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord, for the term set forth in the rental agreement.

2. If the tenant does not sign and deliver a written rental agreement to the landlord which has been signed and delivered by the landlord to the tenant, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

3. For delivery of notice, as required in sub-subsections B1 and B2 of this subsection, to become effective, delivery must be sent certified mail, receipt requested, or made by personal service, in which case the landlord or tenant, as the case may be, delivering the written rental agreement must request the person receiving the

agreement, which may include the respective landlord, landlord's agent, lessee, or member of the household over the age of twelve (12), to acknowledge receipt in writing on a duplicate copy of the agreement. Evidence that the rental agreement was sent certified mail and signed for or returned without being accepted or that receipt of the rental agreement was otherwise acknowledged in writing, as set forth herein, shall create a rebuttable presumption of delivery.

C. Prohibited Provisions:

1. Except as otherwise provided by this subsection, no rental agreement may provide that the tenant or the landlord:

- a. Agrees to waive or to forego rights or remedies under this section;
- b. Authorizes any person to confess judgment on a claim arising out of the rental agreement;
- c. Agrees to the limitation of any liability of the landlord or tenant arising under law or to indemnify the landlord or tenant for that liability or the costs connected therewith. Provided, however, that nothing contained herein precludes indemnification of the other party by the party found to be at fault by a court of competent jurisdiction.

2. A provision, which is prohibited by sub-subsection C1 of this subsection and included in a rental agreement, is unenforceable. If a landlord deliberately attempts to enforce any provision in a rental agreement which is prohibited, the tenant may recover an amount totaling not more than two (2) months' rent and such damages, costs and fees as a court shall determine and award.

3. If a court finds the rental agreement, or a settlement in which a party waives or agrees to forego a claim or right under this subsection or under the rental agreement, to have been unconscionable when made, the court may grant the following relief:

- a. Refuse to enforce;
- b. Refuse to enforce the unconscionable provision only; or
- c. Limit the application of any provision to avoid an unconscionable result;
- d. Such other relief as the court deems proper.

D. Notice Of Nonrenewal Of Rental Agreement:

1. If the rental agreement will not be renewed, the landlord shall notify the tenant in writing not less than sixty (60) days prior to the termination date, or if a month to month tenancy will be terminated, the landlord shall notify the tenant in writing, in the manner provided in sub-subsection B-3 above, not less than thirty (30) days prior to the termination date. In no event shall the tenant remain on the premises more than thirty (30) days after such notice or the end of the lease term, whichever occurs last.

2. If the landlord fails to give the required written notice, the tenant may remain in his rental unit on a month to month basis under the same other terms and conditions as the prior term, until such time as the required thirty (30) days' notice is given and becomes operative as set forth in sub-subsection D1 of this subsection. The tenant shall be obligated to pay rent in a timely fashion. Notwithstanding this provision, a written renewal rental agreement is required at the end of the lease term unless the thirty (30) days' notice has been given.

E. Attachment Of Article To Rental Agreement: Following the effective date of this subsection, a copy thereof, or excerpts thereof in a form provided to the landlord by the village, shall be attached to each rental agreement, along with a copy of the village's occupancy requirements from the village's property maintenance code, delivered by or on behalf of a landlord when any such agreement is presented for signing to any tenant.

99.10.07: PENALTIES:

A. In addition to any other remedy or penalty specified for a violation of any particular provision of this section, any person violating any provision of this section shall, upon a finding of guilty, be subject to a fine for each offense as set forth in section 10.99 of this code; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

B. In addition to any fines, fees, or costs, the village may seek a permanent or temporary injunction, restraining order, the appointment of a receiver or such other legal or equitable remedies as may be available.

C. Nothing in this section shall prevent the village from taking any action otherwise available under this code or any other applicable regulation. Further, nothing in this Section shall prevent the village from taking any emergency action permitted by law when any portion of a rental structure is a danger to person or property.

D. The failure to pay outstanding fees or judgments may result in a lien upon the real property or such other remedies as may be available by law, including the denial of the issuance or renewal of licenses or permits pursuant to section 110.25 of this code. The lien shall be subject to the following:

1. The director shall file a notice of lien in the office of the Cook County recorder of deeds within two (2) years after such fees are billed;

The lien shall be superior to all subsequent liens and encumbrances;

3. Upon payment of the fees and costs of lien by the owner or responsible party after notice of lien has been filed, the village shall issue a release of lien; and

4. The lien may be enforced by proceedings to foreclose, as in the case of mortgages or mechanics' liens.

99.10.08: SEVERABILITY:

If any provision or part thereof of this article is declared by a court of competent jurisdiction to be invalid and of no further force and effect, such invalidity shall not affect the remaining provisions of this article which shall remain in full force and effect.

99.10.09: EFFECTIVE DATE:

This section 99.10 shall apply to and govern every rental agreement or renewal thereof for a "rental unit", as defined herein, within the village entered into or renewed after October 14, 2015. "

SECTION THREE: That Title 11, Chapter 123, Section 123.02(D) be amended to read as follows:

"(D) All persons applying for a rental license for residential property are subject to the requirements set forth in this section and section 99.10 of this code."

SECTION FOUR: This Ordinance shall be in full force and effect, after passage, approval and publication as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2015.

Village President

ATTEST:

Village Clerk

APPROVED:

Assistant Village Attorney