

2016 PROPOSAL

Notes

General Expenses

| | | |
|-----------------------------------|---------------------|--|
| Permits-Liquor, Food, & Retail | \$ 450.00 | State fees only, NFP for Liq Lic from EVENT OWNER |
| Signs/Banners/Printing | \$ 1,500.00 | Assumes all previous year signs are useable, this is for 2016 signs only |
| Staff Hospitality | \$ 3,000.00 | Food and hospitality for PD, volunteers, etc. |
| Travel/Per Diem/Hotel | \$ 4,500.00 | |
| Misc | \$ 500.00 | printing/postage, etc. |
| Carnival Worker Background Checks | \$ 3,500.00 | |
| Park District Restoration | \$ - | Covered by EVENT OWNER |
| General Expenses TOTAL | \$ 13,450.00 | |

Beverage Operations

| | | |
|----------------------------------|---------------------|--------------------------------|
| Manager/Asst Manager | \$ - | in Managemernt Fees |
| Dram Shop Insurance | \$ 900.00 | |
| Bar Staff | \$ 3,600.00 | Cash Paid to Staff |
| Ice | \$ 800.00 | |
| Cups/Gas/Supplies | \$ 1,000.00 | |
| ** Beer Purchase | \$ 7,500.00 | |
| Misc | \$ 500.00 | Water Purchase to sell at tent |
| Beverage Operations TOTAL | \$ 14,300.00 | |

Parade Operations

| | | |
|--------------------------------|-------------|--|
| Parade Management | | |
| ** Paid Parade Attractions | | |
| Parade Operations TOTAL | \$ - | |

PR/Marketing

| | | |
|---------------------------|---------------------|--|
| PR Fees | \$ 4,000.00 | Either Chamber Handles or Private Contractor |
| Advertising/Marketing | \$ 8,500.00 | Print/Radio/TV/Social Media Ads |
| ** Graphic Design | \$ 700.00 | |
| Photography | \$ - | |
| Street Team | \$ 500.00 | |
| Printing | \$ 1,200.00 | Cards/Flyers for Local Business |
| PR/Marketing TOTAL | \$ 14,900.00 | |

TOTAL EXPENSES \$ 165,725.00

2016 ESTIMATED

Notes

Income

| | | |
|--------------------------------------|--------------|---|
| Gate Donations/Admissions | \$ - | N/A Free Event |
| City Donations (management fee) | | |
| City Donations (qualifying expenses) | \$ 80,000.00 | |
| Sponsorships | \$ 10,000.00 | |
| Carnival | \$ 32,000.00 | |
| Beverage Revenue | \$ 22,000.00 | |
| Food Vendor Income | \$ 6,000.00 | Assumes 10 Food Vendors @ \$600 for 10x10 space only |
| Retail Vendor Income | \$ 7,000.00 | Assumes 20 Non-Food Retail Vendors @ \$350 for 10x10 space only |

TOTAL INCOME \$ 157,000.00

PROFIT (LOSS) \$ (8,725.00)

CONSULTANT Performance Bonus (20%)

\$ (8,725.00) NET to Event Owner

____ EVENT OWNER initials

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Amendment to the City Code Regarding the Licensing of Precious Metals Dealers

AGENDA NO. 4. B.

FILE NO. _____

AGENDA DATE: January 25, 2016

COUNCIL AGENDA DATE: February 1, 2016

STAFF REVIEW: Michael Uplegger, Chief of Police

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

In 2012, the City Council adopted an Ordinance requiring pawnbrokers and precious metals dealers (e.g. cash-for-gold establishments) to become licensed. Periodically, the City Council has adjusted the number of licenses to reflect the number of precious metals dealers operating within the City. Currently there is one precious metals dealer license available per the City Code (Gloria's Jewelry). Something Else Resale, 222 Main Street, has submitted an application for a precious metals dealer license. If the City Council is interested in allowing Something Else Resale to have a license, the Code would need to be amended to increase the number to two.

ACTIONS PROPOSED:

Consideration of increasing the number of licenses for precious metals dealers

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: 2016 Blooming Fest

AGENDA ITEM NUMBER: 5.A.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 25, 2016

COUNCIL AGENDA DATE: _____

STAFF REVIEW: John D. Said

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

West Chicago Blooming Fest is scheduled for Saturday, May 21, 2016 from 9:00 a.m. to 3:00 p.m. and will include the West Chicago Garden Club's plant sale, other plant vendors, a craft sale, local music/entertainment, food vendors, a car display and more.

It is anticipated that the revised layout first implemented in 2015 will again be utilized this year. That includes the following:

- Event boundary extension on Main Street to include the Fox Community Center (306 Main) for the Artculture Exhibit, as well as to accommodate the car show, additional vendor booth spaces and children's activities. These activities were previously located on Fremont Street.
- Access to Turner Court via W. Washington Street during event hours. This is intended to accommodate parking access for downtown residents, Library patrons and event visitors, entertainment stage proximity for participants, and Main Street re-entry for booth removal.
- On-street parking on one side of the detour rout (Chicago Street and Fulton Street), with restrictions near intersections for emergency vehicle clearance.
- Use of the Water's Edge Bible Church parking lots (Chicago Street and S. Oakwood) for event parking, and of handicap parking in the Republic Bank parking lot along Tye Court (permission has been obtained from both Water's Edge and Republic Bank).
- City-owned parking lots on Fremont Street and at City Hall, along with the Metra lot, will also be marked as event parking.

ACTIONS PROPOSED:

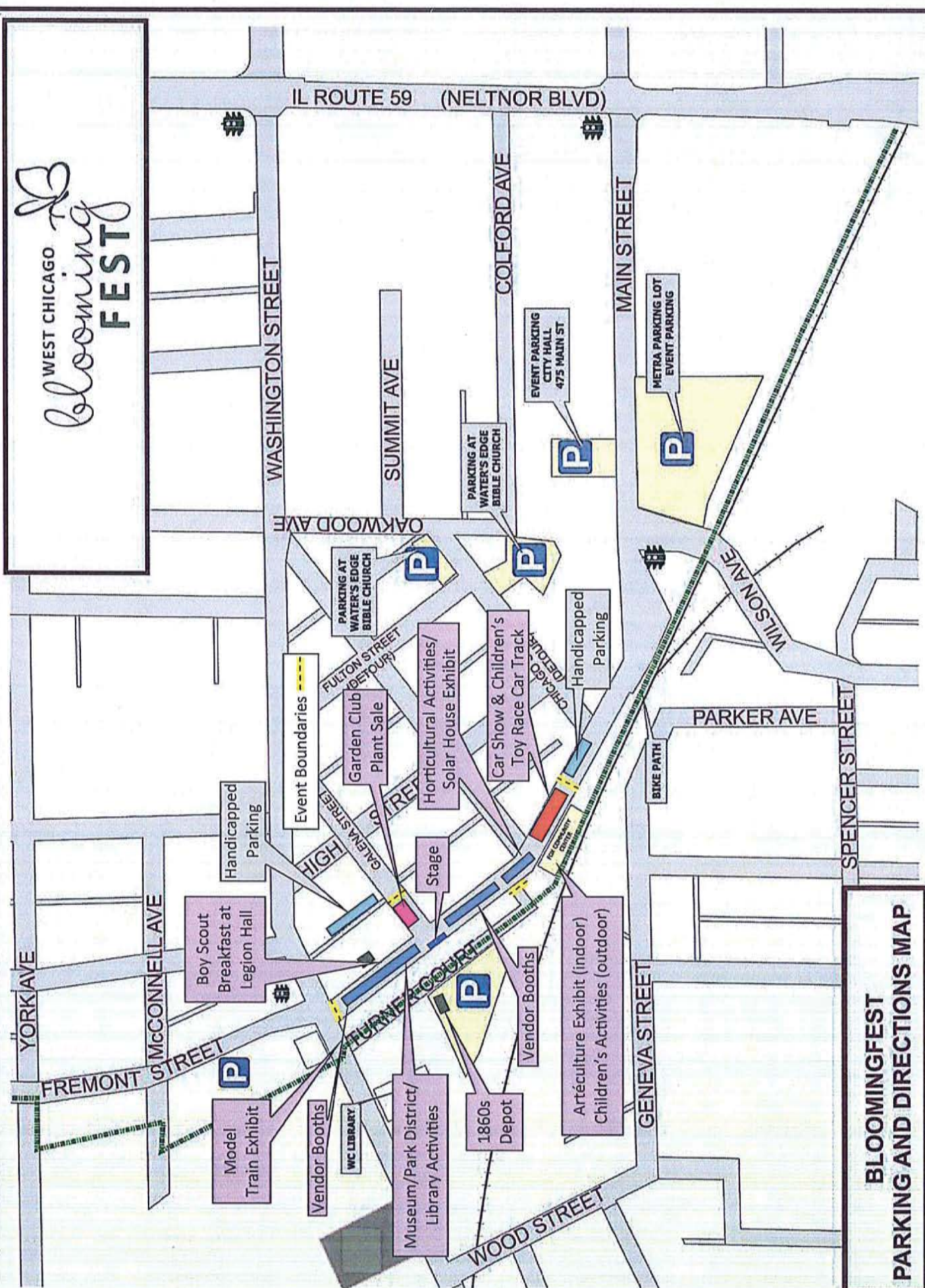
- Approval to close Galena Street from Main Street to Tye Court from 2:00 p.m. Friday, May 15, 2015 to 4:00 p.m. Saturday, May 21, 2016, with an emergency lane available adequate for fire truck access.
- Approval to close Main Street from W. Washington Street to Turner Court on Saturday, May 21, 2016 from 5:00 a.m. until 4:00 p.m. ~ again, keeping adequate clearance for an emergency vehicle to navigate.
- Approval to close Fremont Street on Saturday, May 21, 2016 from W. Washington Street to York Street from 5:00 a.m. – 4:00 p.m. for a car show and other activities which will help bring awareness of downtown businesses on Fremont Street.
- Permission for the City and the West Chicago Garden Club to use the public right-of-way for the posting of signs promoting the annual plant sale in conjunction with Blooming Fest.
- Use of City services; police and public works.
- Approval to be contingent on the satisfaction of liability issues and an emergency plan.

A map of the proposed street closures is included. The Fire District has indicated their approval of the proposed street closures, with provision of the emergency access lane.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

WEST CHICAGO *blooming* FEST



BLOOMINGFEST PARKING AND DIRECTIONS MAP

City of West Chicago SPECIAL EVENT PERMIT APPLICATION



THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED

90 DAYS PRIOR TO THE EVENT

PERMIT NO. 2016-1

Special Event Permit Application

The Special Event Application is due to the City of West Chicago a minimum of ninety (90) days prior to the event if it requires closure of public streets or use of public parking lots. The 90-day time period allows sufficient time to evaluate the request and provide a recommendation to the City Council for its consideration.

Note: Prior to review of the Special Events Permit Application, all applicants must submit the Intent to Meet Insurance Requirements form (page 2).

Submittal Checklist

1. Completed and signed Special Event Application
 - ☐ Intent to Meet Insurance Requirements
 - ☐ Section 1 – General Information
 - ☐ Section 2 – Narrative
 - ☐ Section 3 – Permits
 - ☐ Section 4 – Site Plan and/or Route Map
 - ☐ Section 5 – Task List and Due Dates
 - ☐ Section 6 – Hold Harmless Agreement
2. Completed and signed applications(s) for other permits(s) (See Section 2)
 - ☐ Carnival Permit Application - \$50 per employee
 - ☐ Fireworks Permit Application –
\$125 (Check made payable to the West Chicago Fire Protection District)
 - ☐ Building Permit Application (temporary tents – see min. requirements) - \$50
 - ☐ Raffle Registration Application – requires separate application
 - ☐ Temporary Liquor License Application – requires separate application
 - ☐ Temporary Food Service Permit (DuPage Co. Health Dept. 630-682-7979)

Received: 1-19-16 Fee Paid: \$ N/A

Receipt # N/A Check # N/A

Event Acknowledgement Form returned by:

CDD N/A Police Dept X Fire Dist. X PW X

- ☐ Background checks completed by Police Dept TBD
- ☐ DuPage Co. Health Department notified Date TBD
- ☐ Certificate of Insurance received and approved Date TBD

***** INTENT TO MEET INSURANCE REQUIREMENTS *****

Must be returned prior to application review by City staff

Prior to the issuance of a Special Event Permit, all organizations must present a certificate of insurance meeting the criteria listed below:

1. Required limits per IRMA are \$1mil per occurrence and general aggregate no less than \$2mil for contractors/vendors.

2. *****PLEASE NOTE:** Under the box labeled "Description of operations/locations/vehicles/exclusions added by endorsement/special provisions", the following language **must appear**:

"The City of West Chicago, its officials, agents, employees, and volunteers is/are named additionally insured. The additional insured is covered as respect to liability arising out of any work or activities performed on behalf of **(company involved)** for **(event)** **(date, times (if applicable), location)** No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to additional insured is primary as it relates to **(event)**".


3. Vendors shall furnish the additional insured endorsement (*consult insurance professional; examples include but are not limited to forms CG 2010 or CG 2026*) to support the certificate of insurance. The endorsement shall also name **"The City of West Chicago, its officials, agents, employees, and volunteers"** as primary and non-contributory.

4. If applicable, vendor shall furnish the City with evidence of Worker's Compensation coverage with statutory limits.

5. The insurance provider will need to submit the Certificate of Insurance and supporting endorsement form preferably via email to Rosemary Mackey at rmackey@westchicago.org or fax (630-293-3028) to be considered an original document.

I, JOHN D. SAID, representing CITY OF WEST CHICAGO
(print name of authorized person) (organization)

have contacted the appropriate insurance provider and acknowledge that the above insurance criteria can be met. I understand that the Special Event Permit Application will not be reviewed until this document has been signed and returned to the City of West Chicago.


(signature)

BLOOMING FEST (2016)
(name of event)

1.19.16
(date)

5.21.16
(date of event)

SECTION 1 – GENERAL INFORMATION

Name of Event: BLOOMING FEST 2016

Type of Event:

☐ Parade ☐ Walk/Run/Bike ☐ Carnivals ☐ Fireworks ☒ Festival

☐ Other _____

Location of Event: DOWNTOWN WEST CHICAGO - PRIMARILY MAIN STREET.

Date(s) of Event: SAT. MAY 21 Hours of Event: 9 AM to 3 PM Est. Attendance: 3,000

Event Website: www.westchicago.org/news/city-begins-planning-annual-blooming-fest

Purpose of event: celebrate community & spring; promote community & business; support residents, businesses and visitors.

Name of Sponsoring Organization(s): CITY OF WEST CHICAGO

Organization's Legal Status (i.e. NFP, Partnership, Corporation): Municipal corporation

Contact person from sponsoring organization: JOHN D. SAID

Organizer address: 475 MAIN STREET

City/State/Zip: WEST CHICAGO IL 60855 Phone: 630.293.2200 ext. 140

Cell Phone: 630.935.6404 E-mail: jsaid@westchicago.org

Emergency contact information (provide mobile numbers for on-site coordinators during event):

1st Contact: TBD Phone: _____

2nd Contact: TBD Phone: _____

Is this an annual event? ☒ Yes ☐ No If Yes, provide next year's event date: MAY 20, 2017

If the event is a recurring event, please state any problems and/or incidents that have occurred in past years, such as noise or neighborhood parking complaints.

LITTLE OR NONE TO MY KNOWLEDGE DUE TO CAREFUL PLANNING BY EVENT ORGANIZERS.

What, if anything, are you doing to rectify the problem(s)?

CONTINUE WITH APPROPRIATE EVENT PLANNING, AS WITH PREVIOUS YEARS.

SECTION 2 – NARRATIVE

On a separate sheet, provide a detailed description of the overall event. The narrative will serve as the special event proposal to City Council.

(Please see agenda item summary)

SECTION 3 – PERMITS

Will your event include a carnival? ☐ Yes ☒ No

If yes, you must submit a **Carnival Permit Application** ninety (90) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.

Does your event include the use of a temporary tent in excess of 400 sq. ft. in area with side curtains or 700 sq. ft. in area without side curtains? ☐ Yes ☐ No TBD

If yes, you must submit a **Building Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 131 for an application.

Will your event include a fireworks display? ☐ Yes ☒ No

If yes, you must submit a **Fireworks Permit Application** thirty (30) days prior to the event. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 135 for an application.

Are you holding a raffle at your event? ☐ Yes ☒ No

If yes, you must submit a **Raffle Registration Application** fourteen (14) days prior to the event. Not all applicants will qualify for a license. Please visit www.westchicago.org under Forms or contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.

Will you be applying for a Temporary Liquor License? ☐ Yes ☒ No

If yes, you must submit a **Temporary Liquor License Application** thirty (30) days prior to the event. To qualify for a Class D license, the applicant must be a local organization or group providing beer and/or wine at a picnic, carnival or similar function. A Class D license shall be authorized on a day-to-day basis but not for more than seven (7) consecutive days. Please contact the City of West Chicago at (630) 293-2200 ext. 170 for an application.

Will you be serving food at your event? ☒ Yes ☐ No

If yes, you may be required to submit a **Temporary Food Service Permit Application** thirty (30) days prior to the event. Please contact the DuPage County Health Department at (630) 682-7979 or visit <http://www.dupagehealth.org/temporary-food-service> for additional information.

Are you requesting services from these departments?

☒ Police ☒ Fire District / Paramedics ☒ Public Works

Specify services:

Event management, traffic control & management,
parking control, public/event safety

Will you be utilizing any of the following services?

☒ Water ☒ Electric/Generator ☒ Other TBD

SECTION 4 – SITE PLAN AND/OR ROUTE MAP

Please attach a separate sheet to illustrate the layout for your event.

If applicable, the following must be included:

Location of garbage receptacles (G)
 Location of toilets (T)
 Location of hand washing sinks (HWS)
 Location of retail vendors (RV)
 Location of food vendors (FV)
 Location of first aid (FA)

Location and number of barricades (B)
 Location of fire lane (FL)
 Location of fire extinguishers (FE)
 Public entrances and exits (PE)
 Location of "No Firearms" signage (NF)
 Location of sound stages and amplified sound (S)
 Location of residential streets surrounding event

Are you requesting the use of any City-owned property, i.e. City streets, parking lots, or sidewalks?

☒ Yes ☐ No If yes, please indicate the property that you are requesting to use.

PLEASE SEE MAP.

Would you like to request the closing of City streets? ☒ Yes ☐ No

If yes, please fill in the following information or submit a route map along with this application:

| Street | From | To | Dates | Times |
|--|------|----|-------|-------|
| <u>PLEASE SEE AGENDA ITEM SUMMARY.</u> | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

SECTION 5 – TASK LIST AND DUE DATES*

Use this form to determine the date each of these tasks needs to be completed. For tasks that do not apply, please mark "N/A" in the Due Date column. If the Due Date falls on a weekend or holiday, the Due Date becomes the next normal business day. However, this does not affect the other Due Dates, as they are only dependent on the date of the special event.

***Note:** This section must be completed by event organizer prior to notary signature.

| Tasks to be completed (All items due to City unless noted) | Days Due Before Event | Due Date |
|---|-----------------------------------|--------------------------------|
| Date of Special Event | N/A | 5.21.16 |
| Submit "Intent to Meet Insurance Requirements" Document (included with Special Event Permit Application) | Prior to application review | Prior to application review |
| Submit Special Event Permit Application | 90 days | DONE |
| Submit Carnival Permit Application | 90 days | N-A |
| Submit Fireworks Permit Application | 30 days | N-A |
| Submit Temporary Liquor License Application | 30 days | N-A |
| Submit Building (Temporary Tent) Permit Application | 30 days | 4.21.16 |
| Submit Temporary Food Service Permit Application(s) (DuPage County Health Dept. – 630-682-7979) | 30 days | 4.21.16 |
| Submit <u>Original</u> Certificate of Insurance* | 21 days* | 4.30.16 |
| Submit Raffle Registration Application | 14 days | N-A |
| Notify residents/businesses of special event | 14 days | 5.7.16 |
| Post "No Firearms" signs at all public entrances (See IL State Police requirements for standardized sign in West Chicago's <i>Special Events Policy</i>) | N/A | Day of Event |

***If this requirement is not met, the proposed event may be cancelled.**

SECTION 7 – WAIVER AND HOLD HARMLESS AGREEMENT

In consideration of the CITY OF WEST CHICAGO (name of organization) and its Members, employees, volunteers or guests, being allow to participate in Booming Fest 2016 (the Activity) the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to CITY OF WEST CHICAGO (name of organization) participation in the Activity.

To the fullest extent permitted by law, the CITY OF WEST CHICAGO (name of organization) hereby agrees to defend, indemnify and hold harmless the City of West Chicago, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of West Chicago, its officials, agents and employees, arising in consequence of CITY OF WEST CHICAGO (name of organization) participation in the Activity, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of West Chicago, its agents or employees. The CITY OF WEST CHICAGO (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of West Chicago, its officials, agents and employees, in any such action, the CITY OF WEST CHICAGO (name of organization) at its own expense, satisfy and discharge the same.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the CITY OF WEST CHICAGO (name of organization).

Agreed this 19 day of JANUARY, 2016

City of West Chicago
Name of Organization

John D. Said
Print Name of Authorized Person

[Signature]
Signature of Authorized Person

DIRECTOR OF COMMUNITY DEV.
Title

Page 8 of 8

CITY OF WEST CHICAGO

PUBLIC AFFAIRS COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No 16-O-0005 – Amending the Rental Licensing and Nuisance Abatement Provisions of the City Code

AGENDA ITEM NUMBER: 5.B.

FILE NUMBER: _____

COMMITTEE AGENDA DATE: January 24, 2016

COUNCIL AGENDA DATE: February 7, 2016

STAFF REVIEW:

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR:

SIGNATURE _____

ITEM SUMMARY:

On August 21, 2015, Governor Rauner signed into law Senate Bill 1547 which is now in effect and prohibits any municipality from enacting any ordinance or regulation that penalizes tenants or landlords based on any of the following circumstances: (1) police calls that were intended to prevent or respond to domestic or sexual violence or that were made on behalf of an individual with a disability; (2) incidents of actual or threatened domestic or sexual violence; or (3) criminal activity or ordinance violations that are directly related to domestic or sexual violence. While the rental licensing and nuisance abatement provisions in West Chicago's City Code are currently broad enough to cover these now prohibited acts, it was never the intent when the Code was amended to include such that these procedures would be used in these instances. Nevertheless, the City Code needs to be amended to specifically prohibit such.

Meanwhile, staff and the City Attorney took this opportunity to further amend the rental licensing regulations to ensure that proper due process was in place, in light of recent court decisions (e.g. notice to tenants of inspections) and to eliminate provisions that were no longer needed or used (e.g. certain reports and data are no longer required as part of the rental license application process and the crime free housing program hasn't been needed and the types of problems that were contemplated when these provisions were first added to the Code never materialized, so the City Attorney recommended striking them). A red-lined draft of all changes is included in the packet.

ACTIONS PROPOSED:

Staff recommends adoption of Ordinance No. 16-O-0005.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 16-O-0005

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF WEST CHICAGO – RENTAL LICENSING AND NUISANCE
ABATEMENT PROVISIONS**

BE IT ORDAINED by the City Council of the City of West Chicago, Du Page County, Illinois, in regular session assembled, as follows:

Section 1. That Chapter 9, Article XV of the Code of Ordinances of the City of West Chicago entitled "Licensing of Residential Rental Property is hereby replaced in its entirety by the language included in Exhibit "A" of this Ordinance.

Section 2. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 3. That this Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 7th day of February 2016.

| | | | |
|--------------------------|-------|------------------------------|-------|
| Alderman L. Chassee | _____ | Alderman J. Beifuss | _____ |
| Alderman D. Earley | _____ | Alderman J. Sheahan | _____ |
| Alderman L. Grodoski | _____ | Alderman A. Hallett | _____ |
| Alderman S. Dimas | _____ | Alderman M. Ferguson | _____ |
| Alderman J.C. Smith, Jr. | _____ | Alderman K. Meissner | _____ |
| Alderman M. Edwalds | _____ | Alderman R. Stout | _____ |
| Alderman J. Banas | _____ | Alderman N. Liginio-Kubinski | _____ |

APPROVED as to form: _____
City Attorney

APPROVED this 7th day of February 2016.

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

PUBLISHED: _____

1/14/16

Sec. 9-301. - Definitions.

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

Abandoned vehicle: All motor vehicles or other vehicles in a state of disrepair which renders the vehicle incapable of being driven in its condition; or any motor vehicle or other vehicle that has not been moved or used for seven (7) consecutive days or more and is apparently deserted.

Applicant: The legal titleholder to the rental property as shown on a deed, including, but not limited to, any individual, firm, sole proprietor, association, partnership, corporation, trust or any other legal entity.

Boarding house: Any single-family dwelling, or any part thereof, containing one (1) or more rooms forming a single habitable unit used, or, intended to be used, for living and sleeping, but not for cooking or eating purposes, which space is rented or leased by the owner or operator to any one (1) or more persons.

Building: Any structure that is designed and built as a group of individual dwelling units, and is separated from another building by virtue of a firewall or fire separation assembly.

Common areas (exterior): The private roads and streets and private sidewalks adjacent thereto, landscaping, detention ponds, utility facilities, trash enclosures, playground equipment, swimming pools, tennis courts, basketball courts or any other recreational facilities, trail areas, parking areas, private drives, detached garages, lighting fixtures, signage, mailboxes, street benches, entrance monuments, perimeter fencing and such other improvements or structures from time to time or at any time located or constructed on a common area. Such common areas may serve, in whole or in part, one (1) or more multiple-family dwellings.

Common areas (interior): Any portion or part thereof of a multiple-family dwelling having communal areas (laundry, furnace, storage rooms, hallways, stairways, meeting rooms) and all other areas located within a dwelling, outside of a dwelling unit. Interior common areas shall also include stoops, entrance doors, roofs, attics, balconies, lighting fixtures, signage, railings, patios, storage areas, garages, exterior building surfaces, gutters and downspouts and any other areas of a multiple-family dwelling or building to which the owner is directly responsible for the proper maintenance thereof.

Condominium dwelling: For the purpose of this article: any one (1) or more dwelling units, each under individual, separate ownership, designed and built as a group of individual dwelling units, in which units may touch by virtue of common or party walls, floors, ceilings and hallways, and which contains two (2) or more dwelling units per building.

~~**Crime-free multi-family housing program:** A three-phase crime prevention program that helps to lower illegal activity at rental properties.~~

~~**Crime-free multi-housing coordinator:** That person, as designated by the chief of police, charged with enforcement of the provisions of the crime-free multi-housing program.~~

Dwelling unit: Any rooms or group of rooms located within a structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Habitable: Any structure which is suitable and fit for a person or persons to live in, which is free of building code violations and which is free from defects that endanger the health, safety and welfare of the occupants.

Managing agent: Any person or firm, acting for another, with authority to rent, enter into a lease on behalf of the owner, manage and/or make expenditures.

Multiple-family dwelling: For the purpose of this article: one (1) or more residential buildings under one (1) ownership, designed and built as a group of individual dwelling units, in which units may touch by virtue of common or party walls, floors, ceilings and hallways, and which contains three (3) or more dwelling units per building. Each building that is separated by another building by virtue of a firewall or fire separation assembly, and has its own address, shall be considered a separate building. When a

condominium association, homeowners' association or other legal entity has the charge, care or control of any common area which serves, in whole or in part, one (1) or more multiple-family dwellings not owned by such condominium association, homeowners' association or other legal entity, then in that event such common area shall be deemed to be a multiple-family dwelling for purposes of this chapter.

Owner: Any person who alone, jointly or severally with others has legal title to any single-family dwelling, single-family townhouse dwelling, condominium dwelling, or, multiple-family dwelling, or dwelling unit, with or without accompanying actual possession thereof; or who has charge, care or control of any single-family dwelling, single-family townhouse dwelling, condominium dwelling, or, multiple-family dwelling, or dwelling unit, as owner, or other person; or is an executor, administrator, trustee or guardian of the estate of the owner; is a mortgagee in possession, or is a senior officer or a trustee of the association of unit owners of a condominium or homeowners' association, or any person with an ownership interest whatsoever. Any person thus representing the owner shall be bound to comply with the provisions of this article and the rules and regulations pursuant thereto, to the same extent as if he were the owner. Owner shall also mean any condominium association, homeowners' association or other legal entity having the charge, care or control of any common area that serves in whole or in part one (1) or more multiple-family dwellings.

Person: Any individual, firm, sole proprietor, association, partnership, corporation, trust or any other legal entity.

Rent-to-own agreement: An agreement sometimes referred to as "articles for agreement for deed" or "contract for deed" wherein the owner of residential property agrees to transfer title to one (1) or more individuals in possession of the property, only after receiving multiple monthly installment payments and under which the one (1) or more individuals in possession have no vested ownership right, title, or interest, legal or equitable, in the premises until the deed is delivered to the one (1) or more individuals in possession.

Rental property: For the purpose of this article: any single-family dwelling, any single-family townhouse dwelling, any condominium dwelling, any multiple-family dwelling, or dwelling unit that is offered for rent or lease, or which has previously been rented or leased by the current owner and not occupied by said owner, or is subject to a rent-to-own agreement such as an "articles of agreement for deed" or a "contract for deed," but not including a boarding house.

Single-family dwelling: For the purpose of this article: a single residential building under one (1) ownership, designed and built as an individual dwelling unit.

Single-family townhouse dwelling: For the purpose of this article: a single residential building under one (1) ownership, designed and built as an individual dwelling unit, in which separate units touch by virtue of common or party walls. Each building that has its own address shall be considered a separate building.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-302. - License required.

No person shall operate a rental property without having first obtained a license therefore from the city. Licenses shall be issued by the community development department in accordance with the provisions of this article. Once an owner has obtained a rental license for a dwelling unit, that unit will be deemed a rental property and an annual license will be required until such time as the owner of the property provides proof, to the satisfaction of the city, that he is legally residing in the dwelling unit, maintaining said unit at the domicile and physically inhabiting said unit, or that the property has been sold, or ownership has otherwise relinquished.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-303. - License application.

No such license shall be issued except upon written application filed with the community development department. A complete application for a license shall be filed not less than thirty (30) days prior to the issuance thereof. The legal titleholder to the rental property shall sign said application. Any person seeking to renew a license issued pursuant to this article shall file a completed application prior to the expiration of the currently valid license. Application forms may be obtained from the community development department and shall contain such information as the department may, from time to time, require, including, but not limited to:

- (1) Name, address, birth date, work and home telephone numbers of each owner of the rental property. When the owner is a land trust, the application shall include the name and address of each person(s) holding a beneficial interest and/or power of direction therein.
- (2) Name, address, birth date, work and 24-hour emergency contact telephone numbers of any person appointed or serving as managing agent of the rental property. If the managing agent is other than a natural person, the above information shall also be provided for that employee of the managing agent specifically assigned to the rental dwelling. Said managing agent shall respond to any on-site emergency within sixty (60) minutes of notification by the city or other emergency services agency.
- (3) A copy of the written management agreement between the owner and the managing agent shall be attached to the application. If no written agreement exists, the owner and managing agent shall attach an executed statement setting forth the terms of the managing agent's authority to rent, manage, and make expenditures with respect to the rental property.
- (4) Name, address, work and home telephone numbers of the janitor(s) or engineer/property manager(s) in charge of the maintenance of the rental property and its heating, cooling, plumbing and electrical systems. ~~Attached to the application shall be a statement of the janitor(s) or engineer(s) authority to maintain and repair the rental property and its systems, including emergency repairs.~~
- (5) Name, address, birth date, work and home telephone numbers of any person(s) (other than those listed pursuant to subsections (1), (2) and (4) of this section), if any, having authority to make any decision with respect to the management and/or maintenance of the rental property. Attached to the application shall be a statement of such person's authority to manage, lease and/or maintain the rental property.
- (6) If no managing agent has been appointed, hired or utilized, the name, address, birth date, work and home telephone numbers of an agent authorized by the owner to accept notices and process.
- ~~(7) A copy of the fire alarm system service contract, and where applicable, the elevator system service contracts shall accompany the application.~~
- ~~(8) A copy of a plan evidencing what improvements, renovation(s) and/or replacements are budgeted for the license year.~~
- (9) An irrevocable written consent by the owner, permitting the city and its inspectors to enter upon any and all portions of the licensed rental property, during reasonable hours, for purposes of making the inspections required and/or permitted under this article, including the right to inspect individual dwelling units, upon notice first being tendered to the unit dweller. Said irrevocable written consent for inspections shall be executed at the time of the issuance of a license as provided for herein, in a form substantially similar to Appendix "A." Individual dwelling unit notice of inspection shall be secured in the following manner:

The City shall serve written notice to the ~~tenants~~Landlord of any inspection to be conducted by mailing such notice by first class mail at least 407 days in advance of the inspection. Such notice shall contain: i. a description of the property sufficient for identification; ii. the proposed date and time of the inspection; and iii. the ~~name and contact information for a representative of~~ the City. ~~The Landlord shall notify any Tenants or other occupants of said unit regarding the~~

inspection and shall provide the City with written verification of said Tenant notification of the scheduled inspection.who the landlord or tenant may contact to reschedule the inspection to a mutually agreeable date and time

- (10) An irrevocable written consent and agreement to pay any money owed by the applicant to the city for any purpose whatsoever and any outstanding, fees, costs or charges associated with the rental dwelling for which a license is sought, plus all enforcement costs provided for by section 9-317 of this article. Said irrevocable written consent shall be executed at the time of the issuance of a license as provided for herein, in a form substantially similar to Appendix "B."
- (11) A copy of the most recent test results of annual testing of fire alarm and emergency lighting systems as required under subsection 9-310(4) of this article.
- (12) A copy of the deed to the rental property.
- (13) A statement that the applicant will not violate any of the ordinances of the city.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-304. - License term.

Each license granted hereunder shall be an annual license, the term of which shall commence on January 1 of a given year and shall terminate on December 31 of the same year.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-305. - License fees.

- (a) The annual required license fee for a rental shall include a base license fee as prescribed in Appendix G of this Code plus, if applicable, any money owed by the applicant to the city for any purpose whatsoever and any outstanding fees, costs or charges associated with the rental dwelling for which a license is sought. Any partial payment shall first be applied to outstanding debt associated with either the applicant or with the rental property for which a license is sought.
- (b) If a completed license application is not submitted together with the annual required license fee prior to January 1 in any given year, the base license fee shall be increased by an additional twenty (20) percent on the first day of each subsequent month, until such time as a complete license application and the required license fee is paid. In the event that said application, along with the required license fee, is not filed as provided herein, said license shall, at the discretion of the city, not be issued.
- (c) If the ownership of a dwelling unit changes during the license year, a new license shall be required. No refund of any license fee paid shall be made and no license fee shall be prorated. The new owner shall comply with the terms set forth herein.
- (d) Notwithstanding any provision contained hereunder to the contrary, no license shall be renewed until such time as all money owed by the applicant to the city for any purpose whatsoever, and all outstanding fees, costs or charges associated with the rental dwelling for which a license is sought have been paid.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-306. - Inspections.

- (a) Compliance required. Every rental property shall be owned, operated and maintained in full compliance with all applicable ordinances, codes and regulations of the city.

- (1) The first license applied for with respect to any rental property under this article shall not be issued to any owner for any rental property, in the event, at the time of application:
 - a. An existing inspection report identifies any code violation which has not been corrected, and the time for correction of said violation as noted in such inspection report has expired;
 - b. Litigation is pending with respect to code violations at such rental dwelling; or
 - c. There remains either any money owed by the applicant to the city for any purpose whatsoever or there are outstanding fees, costs or charges associated with the rental dwelling for which the license is sought.
 - (2) Thereafter, the managing agent or owner shall annually schedule and the city shall conduct annual inspections of rental properties according to section 9-306(b) during the license year to determine if said rental property is in full compliance with all applicable ordinances, codes and regulations of the city. Said inspection is specifically consented to by the managing agent or owner and renter by virtue of submitting said application.
- (b) Scope of inspections. Any inspections conducted pursuant to this section shall include the interior and exterior common areas and shall be limited to the detection of zoning, property maintenance and building code violations as well as conditions affecting the health, safety and welfare of the occupants. The inspection shall include the interior of the dwelling units according to the following schedule:
- (1) In single-family and townhouse buildings, the entire dwelling unit.
 - (2) In buildings containing from two (2) to and including eight (8) dwelling units, the entire building.
 - (3) In buildings containing from nine (9) to and including eighteen (18) dwelling units, a minimum of four (4) dwelling units in each building.
 - (4) In buildings containing more than eighteen (18) dwelling units, a minimum of twenty (20) percent of the dwelling units in each building.
 - (5) No dwelling unit having received an approved inspection as required by subsections (1), (2), (3), or (4) above shall receive another inspection until all dwelling units in the building or multi-family dwelling in which it is located have been inspected and comply with the code.
- (c) Common areas classified as multiple-family dwellings.
- (1) Where any common area is served a multiple-family dwelling, no multiple-family dwelling served in whole or in part by such common area shall be deemed to be in compliance with this article unless and until such common area is in full compliance with this article.
 - (2) Where any multiple-family dwelling is served in whole or in part by any common area defined by this article as a multiple-family dwelling, no such common area shall be deemed to be in compliance with this article unless and until all multiple-family dwellings served in whole or in part by such common area are in full compliance with this article.
- (d) Exterior areas of single-family and townhouse dwellings. Where there exists an exterior area, yard, garage, and/or accessory structure under control and/or ownership by the owner of a single-family or townhouse dwelling, no single-family or townhouse dwelling served by such exterior area shall be deemed to be in compliance with this article unless and until such exterior area is in full compliance with this article.
- (e) Condominium common areas. Common exterior and interior areas of condominiums need not be inspected as required by this article.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-307. - License transferability.

A license issued pursuant to this article shall be valid with respect to one (1) specific rental property and may not be transferred to any other rental property or any other owner ~~or successor in interest~~.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-308. - License terminates upon sale.

Notwithstanding any provision contained in this article to the contrary, a license issued pursuant to this article shall terminate upon the sale of the rental property ~~or transfer of title~~ described in such license and shall not be transferable.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-309. - Inspection upon sale.

- (a) Inspection report required. No rental property shall be sold or title otherwise transferred unless the seller furnishes the buyer with a pre-sale/change-of-occupancy inspection report dated no later than the day of the closing on the sale of said rental property. Said report shall be based on an inspection of the dwelling unit, or units, and all interior and exterior common areas performed by the community development department. The report shall state that the rental property complies with all applicable ordinances, codes and regulations of the city or, in the alternative, list with specificity the manner in which the rental property does not comply with all applicable ordinances, codes and regulations.
- (b) Request for inspection. The request for a pre-sale/change-of-occupancy inspection must be made not less than sixty (60) days prior to the scheduled date of the closing. The fee for said inspection shall be the same as that established for permits issued pursuant to change of occupancy as prescribed in appendix G.
- (c) Violation. An inspection made pursuant to this section satisfies the annual inspection requirement of section 9-306 of this article. A sale for purposes of this section includes contract sales, exchanges, conversions to condominiums and transfers of possession or control of any rental property. Any person participating in such a sale in violation of this section, either as seller, buyer or by receipt of a sales commission, in connection therewith, shall be deemed in violation of this section and be subject to the penalties as provided for in this Code. Any contract executed in violation of this section shall be voidable by the buyer.

Notwithstanding the foregoing, any seller ~~buyer~~ shall be responsible for complying with each and every provision of this article.

(Ord. No. 11-O-0063, § 1, 11-7-2011; Ord. No. 14-O-0020, § 2, 7-7-2014)

Sec. 9-310. - Additional requirements.

In addition to all other requirements set forth in this Code, the following additional requirements shall be applicable to rental property:

- (1) No owner or other person shall occupy or allow another person to occupy any dwelling or dwelling unit unless a rental license has been issued by the city and the rental unit ~~it~~ is clean, safe, sanitary, fit for human occupancy and complies with all applicable ordinances, codes and regulations of the city.
- (2) Every owner shall maintain in a safe, clean and sanitary condition, the interior and exterior common areas.
- (3) The owner of any rental property shall be responsible for the removal of any and all abandoned vehicles located on the premises of said rental property. Such removal shall be accomplished

within seven (7) days of receiving notice from the city. Such removals shall be accomplished as otherwise provided for in Chapter 10, Article IV of this Code.

- (4) The owner shall be responsible for the maintenance and annual testing of fire alarm and emergency lighting systems. These systems shall be tested by an approved service company and a written report provided. The owner shall retain all test results.
- (5) No owner shall permit the maximum occupancy of any dwelling unit to be exceeded. The maximum occupancy of any dwelling unit shall be as specified in Chapter 7, Article II of this Code.
- (6) In the event that the owner of a rental property resides more than thirty (30) miles outside the corporate limits of the city, the owner shall appoint a managing agent, authorized to receive notices and process on behalf of the owner, that:
 - a. Has an office at the multiple-family dwelling with regular business hours;
 - b. Lives at the multiple-family dwelling and has regular business hours thereat;
 - c. Has an office or is otherwise available within the corporate limits of the city during regular business hours; or
 - d. Has a residence or office no more than thirty (30) miles outside the corporate limits of the city.
- (7) Every owner, or managing agent, if one is required or otherwise appointed, shall have in its possession and immediately available for inspection or use by the city:
 - a. Keys to all common-area locks at the rental property.
 - b. Copies of all current leases and their respective applications.
 - c. Copies of all lease applications for the past year.
 - d. Copies of an emergency action plan showing details for providing assistance to affected residents as a result of fire, explosion or other event which renders any building or dwelling unit as uninhabitable. Said plan shall include, but not be limited to:
 - i. Resources available for providing immediate shelter for displaced residents,
 - ii. Contact names and phone numbers for short term (one (1) to two (2) days) temporary housing, food and clothing for displaced residents,
 - iii. Contact names and phone numbers for long term housing for displaced residents,
 - iv. Emergency contact numbers for business providing emergency board-up services, and
 - v. Property owner policy for handling lease issues during long term displacement of residents.
- (8) If any clubhouse or recreation building or facility at a multiple-family dwelling is to be rented with or without consideration for an event attended by thirty-five (35) people or more, the owner shall be responsible for making sure a written application for such rental is completed stating the applicant's name, address, date of birth, home and work telephone numbers, reason for rental, if alcohol will be served or sold and the date, beginning time and ending time of rental. The owner is also responsible for making sure that proper security is provided as approved by the chief of police or his designated representative. If alcohol is to be present, the owner shall be responsible for compliance with all applicable codes and ordinances of the city relating to the sale and consumption of alcohol.
- (9) Every owner shall report to the community development department any change in the designation of any managing agent, at least seven (7) days prior to such change.

- (10) Any contract for the sale of a rental property shall be reported to the community development department and a copy of said contract shall be provided to the city within seven (7) days of the execution thereof.
- (11) Every rental property owner shall cause to be kept records itemizing all repairs, and alterations in excess of five hundred dollars (\$500.00) per expenditure for a period of three (3) years after such expenditure. Upon request, such records shall be made available to the city during normal business hours upon request of the community development department.
- (12) No dwelling unit shall be rented without a written lease having been executed on behalf of the owner and the tenant. Each such lease shall contain the following provisions:
- a. The consent of the tenant to the inspections required or otherwise permitted under this article, upon the giving of 24-hour prior written notice posted on the door of each dwelling unit.
 - ~~b. A crime free lease addendum defining criminal activity (not limited to violent criminal activity or drug related criminal activity engaged by, facilitated by or permitted by the renter, member of the household, guest or other party under the control of the renter) as a lease violation. The managing agent shall have authority under the clause to initiate an eviction proceeding as specified in the Illinois Compiled Statutes Forcible Entry and Detainer statutes (735 ILCS 5/9-101). Upon request the crime free multi-housing coordinator may provide sample(s) of the crime free lease addendum.~~
 - eb. An acknowledgment by the tenant that the city is entitled to go upon such property for the purpose of discontinuing water service on due notice, whenever the payments for service or usage are in arrears and whenever payment for refuse disposal service is in arrears.
- (13) No dwelling unit shall be rented without the owner having first obtained a written application containing or having attached thereto the following information from the tenant(s):
- a. Name, address, birth date, work and home telephone numbers of each applicant.
 - b. A list of the current and all residences during the previous three (3) years, including addresses, name of landlord and reason for leaving.
 - c. Name, address, birth date, work and home telephone numbers of all other persons who will be residing in the dwelling unit.
 - d. Name, address and telephone number of nearest relative or friends (at least two (2) for emergency contact purposes).
 - e. The make, model, color, year and current license plate numbers of all motor vehicles and recreational vehicles, including automobiles, boats, trailers, campers, motorcycles, etc., owned or used by the persons who will reside in the dwelling unit.
 - f. A certification as to the correctness of the information being provided.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

~~Sec. 9-311. Crime free multi-housing program seminar.~~

- ~~(a) Any owner or managing agent of rental property consisting of one hundred (100) or more dwelling units shall attend a crime free multi-housing program seminar sponsored by the city. The owner or managing agent shall attend the seminar prior to obtaining or being issued a rental license.~~
- ~~(1) Within one hundred twenty (120) days of the effective date of the ordinance from which this article is derived all applicable current license holders shall attend a crime free multi-housing program seminar sponsored by the city.~~

- ~~(2) Within one hundred twenty (120) days of appointment or hire, any new managing agent or owner covered by this subsection shall attend a crime free multi-housing program seminar.~~
- ~~(3) Any owner of property, which consists of less than one hundred (100) rental units may voluntarily participate in a crime free multi-housing program seminar.~~
- ~~(b) In the event a crime free multi-housing program seminar is not available prior to obtaining a rental license, a license may be issued subject to the owner or managing agent attending the seminar within one hundred twenty (120) days of issuance of the license. If the owner or managing agent fails to attend the seminar within this time frame, the rental license will be subject to suspension and shall not be renewed until attendance has been confirmed.~~
- ~~(c) The person who attended the initial seminar shall attend a refresher seminar every three (3) years. The city may require an owner or managing agent to attend a refresher seminar more frequently if:~~
 - ~~(1) The rental property is determined to be a nuisance residential rental property as defined by section 9-312; or~~
 - ~~(2) Criminal activity is occurring on the rental property and the owner has failed to initiate eviction proceedings.~~

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-312. - Nuisance residential rental property—Defined.

A property shall be classified as a nuisance residential rental property if:

- (1) The tenants or their guests, either invited or uninvited, incur three (3) or more documented incidents of nuisance activity, as specified in this code, either on the rental property or within the city limits in a 12-month period. Nuisance activity shall not include any incidents in which a tenant or guest, invited or uninvited, (A) contacts police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (iii) the contact was made by, on behalf of, or otherwise concerns and individual with a disability and the purpose of the contact was related to that individual's disability; (B) 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; (C) criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual 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 ;-. Notwithstanding the foregoing, and in compliance with Illinois law, a perpetrator of the domestic violence, sexual violence, or other criminal activity may be considered a "nuisance" on the residential rental property subject to eviction or other penalty.
- (2) Any tenant commits vandalism on the property in which the tenant's dwelling unit is located, and/or permits vandalism to occur or shall violate any of the provisions of this article or any applicable ordinance, code or regulation of the city in the dwelling unit leased by the tenant; or In such event, both landlord and tenant shall receive written notice of any alleged nuisance activity and an opportunity to challenge the validity of the authorized penalty.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-313. - Inspections; violations; suspension and revocation of license.

- (a) Whenever, upon inspection of the licensed rental property, it is determined that conditions or practices exist which are in violation of the provisions of this article or any applicable ordinance, code or regulation of the city, or is classified as a nuisance residential rental property per section 9-312,

the city shall serve the owner with a notice of violation. Such notice shall identify the specific violations and state that unless they are corrected within the time specified in the notice, the owner shall be cited and its license may be suspended. Notice pursuant to this section may be sent by:

- (1) First class mail or by overnight or two-day commercial delivery service at the owner's last known address or if the owner is a business entity, at any address identified for its registered agent or at its principal place of business;
 - (2) Personal service;
 - (3) Posting upon the property that is the site of the alleged violation(s); or
 - (4) Any other means permitted by law for service of civil summons.
- (b) At the end of the time allowed for correction of any violation cited, the rental property shall be re-inspected by the city, which inspection is specifically consented to by the owner. If it is determined that the conditions have not been corrected, or they are not in the process of being corrected to the satisfaction of the city, the city may ~~issue an order suspending~~ or ~~revokeing~~ the license. In addition to any fine imposed by either an administrative law judge within his authority as defined in Chapter 8 of this Code or by a court of competent jurisdiction, the following reinstatement fees shall be paid by the owner:
- (1) The first suspension of a rental license shall be a 30-day suspension. Compliance and payment of a reinstatement fee of one hundred fifty dollars (\$150.00) is required before reissuance of the license.
 - (2) The second suspension of a license shall be for six (6) months. Compliance and payment of a reinstatement fee of five hundred dollars (\$500.00) is required before reissuance of the license.
 - (3) A rental license shall be revoked upon any subsequent violation; said revocation shall be permanent and the owner will no longer be issued a rental license for the property in question.
- (c) Any person whose license to operate a rental property has been suspended shall be given the opportunity to be heard by the city council in connection with the violations. Said person must submit his or her request to be heard in writing to the city and must explain in detail, the violations cited, why they have not been corrected, and a compliance time frame for completion. However, if no written request for hearing is received within twenty-one (21) days following the date the order of suspension is issued, the suspension shall remain as ordered. The city council, as a result of such hearing, may grant additional time, uphold the suspension, or may revoke the license. Prior to revocation any person whose license has been suspended may request a re-inspection upon a showing that the violation or violations cited in the notice have been corrected.
- (d) If, upon re-inspection, it is determined by the city that the violations cited in the notice have been corrected, the license shall be reinstated by the community development department. A request for re-inspection must be filed within the 21-day time period for requesting a hearing, unless the official responsible for sending the violation notice so requests.
- (e) If the licensee is found guilty in a court-of-law of a violation of any provision of this article or any applicable ordinance, code or regulation in connection with the licensed rental property, then the license may be subject to revocation without further notice.
- (f) In the event a condition of extreme hazard to health or safety is found to exist, the city may immediately revoke the license.
- (g) Each day a rental property continues to operate after a license has been revoked shall constitute a separate violation of this article.
- (h) The first re-inspection provided for in subsection (b) of this section shall be without charge to the owner. Thereafter, each additional re-inspection shall be as prescribed in Appendix G and shall be payable prior to such re-inspection.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-314. - Consent to inspection; search warrants.

- (a) Each owner, by operating under a license issued pursuant to this article, irrevocably consents to inspections by the city entering any and all portions of the rental property subject to owner's license during reasonable hours, for purposes of making the inspections required and/or permitted pursuant to this article, including the right to inspect individual dwelling units, the scope of said inspection shall be for purposes of ensuring that no zoning or building code violations exist in the property.
- (b) ~~Each lease entered into by an owner shall contain an irrevocable consent by the lessee granting unto the owner and the city the right to inspect for the limited purpose of determining if there are violations of the city codes as otherwise provided for in this article.~~
- (c) Upon ~~48-hour~~ notice to the owner and tenant as provided for in section 9-303 9, (in the case of inspections to individual dwelling units, the owner shall notify the lessee), owner and/or lessee shall provide access to such portions of the rental property, including dwelling units, which are otherwise inaccessible to city inspections. During any inspection of an inaccessible portion of the rental property, owner shall designate a representative to accompany the city inspector(s) during such inspection.
- (d) Despite the irrevocable consent to inspections provided by this section, in the event that an owner or lessee objects to any such inspection, then prior to making any such inspection or taking any further action, the city shall apply for an administrative search warrant to conduct such inspection.
- (e) An administrative warrant sought pursuant to this section shall be sought in a court of competent jurisdiction based on the existence of probable cause to believe that a violation of the ordinance has occurred or is occurring. For the purposes of this section, probable cause is not the same standard as used in obtaining criminal search warrants. In addition to a showing of specific evidence of an existing violation, probable cause can be found upon a showing of facts justifying further inquiry, by inspection, to determine whether a violation of any local ordinance is occurring. This finding can be based upon the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall issue:
 - (1) Eyewitness account of violations;
 - (2) Citizen complaints;
 - (3) Tenant complaints;
 - (4) Plain view violations;
 - (5) Violations apparent from city records;
 - (6) Property deterioration;
 - (7) Age of property;
 - (8) Nature of alleged violations;
 - (9) Nature of surrounding area;
 - (10) Similar properties in the area;
 - (11) Documented violation on similar properties in the area;
 - (12) Passage of time since last inspection;
 - (13) Previous violations on the property;
 - (14) The inspection of the premises in question was to be made pursuant to an administrative plan containing neutral criteria supporting the need for the inspection;
 - (15) Previous inspections have shown violations of law and the present inspection is necessary to determine whether those violations have been abated;

- (16) Any other showing consistent with constitutional standards for probable cause in administrative inspections.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-315. - Owner liability for acts and omissions.

Every act or omission of whatsoever nature constituting a violation of any provision of this article by any officer, director, trustee, employer, agent or managing agent of any owner shall be deemed to be the act of such owner and shall be punishable in the same manner as if such act or omission had been committed or omitted by owner personally.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-316. - Nonrenewal of license.

A license issued pursuant to this article shall not be renewed unless the applicant is otherwise in conformance with the provisions of this article, including the correction of existing code violations in accordance with the provisions of this article and all other provisions of this Code, and any money owed by the applicant to the city for any purpose whatsoever, and all outstanding, fees, costs or charges associated with the rental dwelling for which a license is sought have been paid.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-317. - Enforcement costs.

(a) If any administrative law judge or court of competent jurisdiction finds that any licensee has violated any provision(s) of this Code, such court shall award to the city all of the city's costs allowed by law and related to the enforcement of this Code, including, but not limited to, court costs, attorney fees, city staff and consultant/contractor costs and administrative costs and, pursuant to 65 ILCS 5/1-2.1-8, all allowable fees and costs associated with the enforcement of any judgment rendered hereunder. In the event of any judgment or award, the administrative law judge or any other judge may, in their discretion require that any rent due and owing on the property be turned over to the city to satisfy any deficiency, delinquency, unpaid application fee, fees, costs, or charges to the city for any purpose whatsoever.

~~(b) In the event any administrative law judge or court fails or refuses to award the city all of its costs as provided for hereinabove, such unpaid costs shall constitute an additional license fee which shall be due and payable prior to the renewal of any license for the rental property in question. Such additional license fee shall be in addition to the license fee otherwise required by the provisions of section 9-305 of this article. No license shall be renewed until such time as all costs provided for by this section have been paid.~~

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Sec. 9-318. - Penalty.

In addition to any and all penalties provided for in this article, any individual, firm, sole proprietor, association, partnership, corporation, trust or any other legal entity who shall violate any provision of this article shall be subject to the general penalty provisions as provided for in Chapter 1, Section 1-8 of this Code.

(Ord. No. 11-O-0063, § 1, 11-7-2011)

Secs. 9-319, 9-320. - Reserved.

WEST CHICAGO POLICE DEPARTMENT TRAFFIC MANAGEMENT REPORT

Item # 8.A.

NC=Not Calculable

Prepared by: TSU - Z58

| | Current vs. Prior Month | | | | 2 Prior Months | | | 2015 vs. 2014 | | |
|--|-------------------------|--------|----------|--|----------------|--------|----------|---------------|----------|----------|
| | Dec 15 | Nov 15 | % Change | | Oct 15 | Sep 15 | % Change | YTD 2015 | YTD 2014 | % Change |
| TRAFFIC CITATIONS | | | | | | | | | | |
| Regular Duty & Crash | 129 | 186 | -31% | | 183 | 210 | -13% | 2381 | 3759 | -37% |
| Selective Enforcement | 28 | 25 | 12% | | 0 | 15 | -100% | 149 | 185 | -19% |
| PARKING CITATIONS | | | | | | | | | | |
| Parking Citations | 258 | 281 | -8% | | 417 | 262 | 59% | 3009 | 3578 | -16% |
| COMMERCIAL OVERWEIGHT ENFORCEMENT | | | | | | | | | | |
| Citations | 3 | 9 | -67% | | 5 | 8 | -38% | 69 | 79 | -13% |
| DUI ARRESTS | | | | | | | | | | |
| Regular Duty | 3 | 6 | -50% | | 4 | 9 | -56% | 64 | 78 | -18% |
| Selective Enforcement | 0 | 0 | NC | | 0 | 0 | NC | 2 | 0 | NC |
| ADMINISTRATIVE TOWS | | | | | | | | | | |
| No Valid Driver's License | 0 | 0 | NC | | 1 | 0 | NC | 7 | 41 | -83% |
| Driving While License Suspended | 1 | 0 | NC | | 0 | 0 | NC | 8 | 26 | -69% |
| Driving While License Revoked | 0 | 0 | NC | | 0 | 0 | NC | 2 | 2 | 0% |
| DUI (Alcohol or Drugs) | 2 | 4 | -50% | | 3 | 8 | -63% | 47 | 63 | -25% |
| Drug Possession | 0 | 0 | NC | | 0 | 0 | NC | 3 | 3 | 0% |
| Warrant Arrest | 0 | 0 | NC | | 0 | 0 | NC | 0 | 0 | NC |
| Suspended Registration | 1 | 0 | NC | | 0 | 0 | NC | 1 | 0 | NC |
| Illegal Transportation of Open Alcohol | 0 | 0 | NC | | 0 | 0 | NC | 0 | 0 | NC |
| Total Administrative Tows | 4 | 4 | 0% | | 4 | 8 | -50% | 68 | 135 | -50% |
| TRAFFIC CRASHES/INJURIES/FATALITIES | | | | | | | | | | |
| Non-Injury Crashes | 53 | 72 | -26% | | 60 | 58 | 3% | 741 | 807 | -8% |
| Injury Crashes | 6 | 13 | -54% | | 14 | 16 | -13% | 126 | 109 | 16% |
| Fatal Crashes | 0 | 0 | NC | | 0 | 0 | NC | 1 | 1 | 0% |
| Total Crashes | 59 | 85 | -31% | | 74 | 74 | 0% | 868 | 917 | -5% |

| TOP CRASH LOCATIONS | Dec 15 | Nov 15 | % Change | Oct 15 | Sep 15 | % Change | YTD 2015 | YTD 2014 | % Change |
|---|--------|--------|----------|--------|--------|----------|---|--------------------|----------|
| North Ave & Powis Rd | 1 | 0 | NC | 0 | 1 | -100% | 17 | 12 | 42% |
| North Ave & Neilnor Blvd | 6 | 9 | -33% | 3 | 7 | -57% | 59 | 63 | -6% |
| Neilnor Blvd & Hawthorne Ln | 0 | 0 | NC | 2 | 1 | 100% | 5 | 8 | -38% |
| Neilnor Blvd & Washington St | 1 | 4 | -75% | 1 | 1 | 0% | 20 | 12 | 67% |
| Neilnor Blvd & Main St | 1 | 2 | -50% | 2 | 2 | 0% | 14 | 15 | -7% |
| Neilnor Blvd & Forest Ave | 1 | 3 | -67% | 1 | 1 | 0% | 9 | 7 | 29% |
| Neilnor Blvd & Dayton Ave | 0 | 1 | -100% | 2 | 0 | NC | 6 | 0 | NC |
| Neilnor Blvd & Michael Browning Way | 1 | 2 | -50% | 3 | 1 | 200% | 15 | 14 | 7% |
| Roosevelt Rd & Sarana Ave | 0 | 1 | -100% | 0 | 0 | NC | 4 | 5 | -20% |
| Roosevelt Rd & Michael Browning Way | 1 | 0 | NC | 0 | 0 | NC | 1 | 4 | -75% |
| Roosevelt Rd & Joliet St | 2 | 2 | 0% | 3 | 3 | 0% | 25 | 21 | 19% |
| Roosevelt Rd & Fabyan Pkwy/ Washington St | 2 | 4 | -50% | 6 | 2 | 200% | 34 | 29 | 17% |
| Neilnor Blvd & Joliet St | 3 | 0 | NC | 1 | 1 | 0% | 16 | 2 | 700% |
| PROGRAMS | | | | | | | | | |
| INCEPTION | | | | | | | | | |
| SCHEDULE | | | | | | | | | |
| SMART Trailer | | | | | | | | | |
| During the month, the SMART trailer was used: (0) times | | | | | | | January 1, 2001 | | Ongoing |
| 5 Ton Truck Enforcement - Hawthorne Ln | | | | | | | June 1, 2010 | | Ongoing |
| During the month, (0) tickets were written | | | | | | | | | |
| 5 Ton Truck Enforcement - Joliet St | | | | | | | | | Ongoing |
| During the month, (0) tickets were written | | | | | | | | | |
| 5 Ton Truck Enforcement - E Washington St | | | | | | | | | Ongoing |
| During the month, (0) ticket was written | | | | | | | | | |
| PERFORM CITY WIDE INOPERABLE/ABANDONED VEHICLE INVESTIGATIONS | | | | | | | | | |
| (5) Vehicles were investigated | | | | | | | CYear-To-Date 2015 24 | CY2014 Total 13 | |
| TRAFFIC RELATED HOT SPOTS | | | | | | | | | |
| CONCERN | | | | | | | | | |
| LOCATION | | | | | | | | | |
| School Zones | | | | | | | Speed and Distracted Driving Violations | | |
| Joliet Street | | | | | | | Increased Crash Incidents | | |
| Hawthorne Ln, Joliet St, and E Washington St | | | | | | | 5-Ton Violations | | |
| Rt 64 | | | | | | | Speed Violations | | |