

**VILLAGE OF GLENWOOD**

**COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 2020 - 14**

**AN ORDINANCE AMENDING: (1) SECTION 26-803 OF THE VILLAGE'S CODE OF ORDINANCES TITLED "CRIME FREE HOUSING ADDENDUM"; AND (2) SECTION 26-812 OF THE VILLAGE'S CODE OF ORDINANCES, TITLED "NUISANCE RESIDENTIAL RENTAL PROPERTY".**

**ADOPTED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE  
VILLAGE OF GLENWOOD  
THIS 16<sup>TH</sup> DAY OF JUNE, 2020**

Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Glenwood, Cook  
County, Illinois this 16<sup>th</sup> day  
of June, 2020.

ORDINANCE NO. 2020 - 14

**AN ORDINANCE AMENDING: (1) SECTION 26-803 OF THE VILLAGE’S CODE OF ORDINANCES TITLED “CRIME FREE HOUSING ADDENDUM”; AND (2) SECTION 26-812 OF THE VILLAGE’S CODE OF ORDINANCES, TITLED “NUISANCE RESIDENTIAL RENTAL PROPERTY”.**

WHEREAS, the Village of Glenwood is a home rule unit of local government under the provisions of Article 7, Section 6 of the Illinois Constitution;

WHEREAS, except as limited pursuant to Article 7, Section 6, the Village of Glenwood, as a home rule unit of local government, has the authority to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare;

WHEREAS, the Corporate Authorities of the Village of Glenwood find and determine that it is in the Village’s best interests to amend the Village Code to revise the required crime free housing addendum to address the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 *et. seq.*

WHEREAS, the Corporate Authorities of the Village of Glenwood find and determine that it is in the Village’s best interests to amend the Village Code to also revise Sections 26-803 and 26-812 of the Village’s Code of Ordinances in order to protect victims of domestic violence or sexual violence and individuals with disabilities;

NOW, THEREFORE, be it ordained by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to their home rule powers as follows:

**SECTION 1: RECITALS.**

The forgoing recitals are true, correct and are a material part of this Ordinance. The forgoing recitals are incorporated herein into Section as if they were fully set forth in this Section.

**SECTION 2. AMENDMENT TO SECTION 26-803.**

Section 26-803 of the Village of Glenwood’s Code of Ordinances shall be amended and after amendment shall state in its entirety as follows:

**26-803. - Crime free housing addendum.**

On and after May 1, 2008, it shall be unlawful for any landlord(s) to enter into a new lease or to renew/extend an existing lease for any residential property within the village that does not include a crime free housing addendum form that, at a minimum, includes the following:

**CRIME FREE HOUSING ADDENDUM TO LEASE**

Address of leased property: \_\_\_\_\_ Glenwood, Illinois 60425, Unit #\_\_\_\_  
Tenant(s): \_\_\_\_\_  
Name and Address of landlord(s): \_\_\_\_\_

The undersigned tenant(s) herein agree to follow all federal, state, and local criminal and quasi-criminal laws and understand that this requirement is a material term of this lease.

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be held responsible for the conduct of their minor children and for the conduct of all other individual(s) that they allow to reside at the leased property and that the failure of such children or other individual(s) residing at the leased premises to follow all federal, state, and local criminal and quasi-criminal laws may be a breach of a material term of this lease.

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be held responsible for the conduct of all individuals that are invited, allowed or otherwise permitted to enter upon the leased property and that the failure of such individuals to follow all federal, state, and local criminal and quasi-criminal laws while they are present on the subject property may be a breach of a material term of this lease.

The undersigned tenant(s) herein agree and understand that, under the terms of this lease, they will be considered to be in breach of a material term of this lease and that the

landlord, at his/her discretion, may proceed to evict them from the leased property if any one of the following occurs:

- (1) The commission of an activity on or off of the leased property that violates any United States or state statute which provides that such conduct could be penalized by incarceration for a period of more than one year by either: (a) the tenant(s), (b) the tenant's children, (c) any other individual that resides at the leased premises; or (d) any individual(s) that are invited, allowed or otherwise permitted to enter upon the leased property.
- (2) The commission of an activity on the leased property that violates any United States or state statute which provides that such conduct could be charged as either a felony or a misdemeanor by either: (a) the tenant(s), (b) the tenant's children, (c) any individual(s) that reside at the leased premises, or (d) any individual(s) that are invited, allowed or otherwise permitted to enter upon the leased property.
- (3) The unlawful storage, presence or usage of any controlled substance on the leased property, except, to the extent the storage, presence or usage of any cannabis products is lawful under the Illinois Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 *et.seq.*

Notwithstanding the forgoing, no breach of the lease shall be deemed to have occurred arising out of an incident where:

- A. The contact made to the police or other emergency services was made where (i) the intent was 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 an individual with a disability and the purpose of the contact was related to that individual's disability;
- B. The actual or threatened domestic violence or sexual violence is against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- C. The criminal activity or local ordinance violation occurring in the dwelling unit or on the premises is directly related to domestic violence or sexual violence engaged in by a tenant, a member of the tenant's household, guest, or other party against a tenant, a household member, guest, or other party.

The undersigned landlord(s) and tenant(s) herein agree that the terms of this addendum shall be a material part of the lease and shall be deemed to be incorporated into the terms of the lease.

	LANDLORD(S)	TENANT(S)
By:	_____	_____
Its:	_____	_____
Date:		

### **SECTION 3: AMENDMENT TO SECTION 26-812.**

Section 26-812 of the Village of Glenwood's Code of Ordinances shall be amended and after amendment shall state in its entirety as follows:

#### **Sec. 26-812. - Nuisance residential rental property.**

It is hereby declared a public nuisance and a danger to the public safety, health, welfare and morals of the village and its residents for any person to permit or allow any of the following:

(1) The rental of a residential unit to a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale of obscene publications, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or the commission of any two or more offense punishable by imprisonment for a period of more than six months under the laws of the State of Illinois or the United States;

(2) The occupation of a rental residential unit by a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, sale of obscene publications, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or the commission of any two or more offenses punishable by imprisonment for a period of more than six months under the laws of the State of Illinois or the United States;

(3) The rental of a residential unit to a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: commission of four or more village ordinance violations in a six-month period;

(4) The occupation of a rental residential unit by a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: commission of four or more village ordinance violations in a six-month period.

Notwithstanding the forgoing provisions of this Section 26-812, none of the conduct referenced in this Section 26-812 shall be deemed to be a public nuisance and/or a danger to the public safety, health, welfare and morals of the village and its residents where:

- A. The contact made to the police or other emergency services was made where
  - (i) the intent was 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 an individual with a disability and the purpose of the contact was related to that individual's disability;

- B. The actual or threatened domestic violence or sexual violence is against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
- C. The criminal activity or local ordinance violation occurring in the dwelling unit or on the premises is directly related to domestic violence or sexual violence engaged in by a tenant, a member of the tenant's household, guest, or other party against a tenant, a household member, guest, or other party.

**SEVERABILITY.**

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

**SECTION 4: REPEALER.**

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

**SECTION 5: EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage and approval and shall thereafter be published in pamphlet form.

PASSED by roll call vote this 16<sup>th</sup> day of June, 2020.


AYES: 6

NAYS: 0

ABSENT: 0

ABSTAIN: 0

APPROVED this 16<sup>th</sup> day of June, 2020.

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by several loops and a final flourish.

Ronald J. Gardiner, Village President

ATTEST:

A handwritten signature in black ink, appearing to be 'Dion Lynch', written over a horizontal line.

Dion Lynch, Village Clerk