
**VILLAGE OF MATTESON
COOK COUNTY, ILLINOIS**

**ORDINANCE
NO. 4570**

**AN ORDINANCE ESTABLISHING CHAPTER 140 OF TITLE XIII,
"CRIME-FREE HOUSING" OF THE VILLAGE CODE OF THE VILLAGE
OF MATTESON, COOK COUNTY, ILLINOIS**

**SHEILA Y. CHALMERS-CURRIN, Village President
YUMEKA BROWN, Village Clerk**

**ROBBIE CRAIG
PAULA F. FARR
JUANITA HARDIN
CAROLYN PALMER
ANDRÉ C. SATCHELL
ADAM SHORTER III**

Trustees

Published in pamphlet form by authority of the Village President and Board of Trustees of the Village of Matteson on
09-18-23 ODELSON, MURPHEY, FRAZIER & MCGRATH, LTD. – Village Attorneys
3318 West 95th Street – Evergreen Park, Illinois 60805

**AN ORDINANCE ESTABLISHING CHAPTER 140 “CRIME FREE HOUSING” OF
TITLE XIII OF THE VILLAGE CODE OF THE VILLAGE OF MATTESON, COOK
COUNTY, ILLINOIS**

WHEREAS, the Village of Matteson, Cook County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Matteson may from time to time amend the village code when it is determined to be in the best interests of public health, safety, morals, and welfare; and

WHEREAS, the repeated commission of criminal offenses and violation of the Code of the Village of Matteson, Illinois (“Village Code”) substantially disrupts and harms the public’s health, safety, morals, and welfare; and

WHEREAS, the failure of owners or managers of certain real property to control the activity occurring on their property causes repeated and substantial expenditures of public funds in order to enforce federal, state, and local laws upon or near their property; and

WHEREAS, landlords have the ability to utilize the terms of a lease to prevent occupancy of residential rental units by individuals who engage in criminal activity or allow criminal activity to take place in or about the rental unit; and

WHEREAS, the Village would like to owners and/or managers of the real property take affirmative steps to ensure that tenants obey laws, address complaints, ensure properties being rented are up to code, and an overall safe environment for all residents of the Village;

WHEREAS, the Corporate Authorities find it in the best interest of the health, safety, and welfare of the village to establish landlords to incorporate a “Crime-Free Lease Addendum” into each lease;

WHEREAS, the Village of Matteson will require persons who rent residential units within the Village to secure a license from the Village of Matteson and require persons who rent residential units within the Village to attend a Crime Free Housing Seminar as of January 1, 2024;

WHEREAS, the provisions of this Ordinance will assist the Village by reducing the expenditure of public funds, continue to preserve the peace and tranquility throughout neighborhoods, and deterring property owners and managers from adopting inadequate management practices; and

WHEREAS, the Corporate Authorities affirmatively state that the provisions of this Ordinance shall not be used as a tool to discriminate against tenants or prospective tenants pursuant to applicable State and Local laws, including, but not limited to, the fair and opening housing laws, which shall prevail in the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Matteson, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part thereof as if fully set forth in their entirety.

Section 2: the new Section 140.01 is hereby established into Chapter 140, Title XIII, General Offenses of the Municipal Code of the Village of Matteson, which shall read as follows:

Crime-Free Housing.

A. Definitions

For the purposes of this Section, and the interpretation and application thereof the following terms, phrases, words, and their deviations shall have the meanings given herein, unless the context in which they are used shall indicate otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number and words in the plural number include the singular number. Words or phrases not defined shall be given their common and ordinary meaning unless the context clearly indicates or requires a different meaning.

“Landlord” means a person, trustee, corporation, business entity, condominium owner, townhouse owners, homeowners’ association or other title holder engaged in renting, leasing, or operating a Dwelling Unit.

“Owner” means any person, partnership, land trust, or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to:

- 1) A mortgagee in possession in who is vested:
 - a. All or part of the legal title to the property; or
 - b. All or part of the beneficial ownership and the rights to the present use and enjoyment of the premises.
- 2) An occupant who can control what is on what occurs on the property; or
- 3) Any person acting as an agent of an owner defined herein.

“Dwelling Unit” means a house or apartment used to provide a living accommodation.

“Tenant” means any person who resides in a Dwelling Unit, regardless of whether or not a written lease has been executed between the Tenant and the Landlord.

“Designated Agent/Manager” means any person or business entity hired or appointed to by the Owner and as such is responsible for inspection, maintaining, and securing the property that is being rented for residential purposes.

“Chief of Police” means the Chief of Police of the Village of Matteson or his or her designee.

“Chronic Nuisance Property” means property upon which three or more nuisance activities have occurred within a 12-month period as a result of any three separate factual events that have been independently investigated by any law enforcement agency.

“Control” means the ability to regulate, restrain, dominate, counteract, or govern conduct that occurs on that property.

“Nuisance Activities means any of the following activities, behaviors, or conduct, as defined by federal, state or village ordinance:

- 1) Disorderly conduct as defined in 720 ILCS 5/26-1;
- 2) Unlawful use of weapons as defined in 720 ILCS 5/24-1 et seq;
- 3) Mob action as defined in 720 ILCS 5/25-1;
- 4) Discharge of a firearm as defined in 720 ILCS 5/24-1.2 and 720 ILCS 5/24-1.5;
- 5) Gambling as defined by 720 ILCS 5/28-1;]
- 6) Possession, manufacture, or delivery of controlled substances as defined by 720 ILCS 5/40-1 et seq;
- 7) Public indecency as defined by 720 ILCS 5/11-9;
- 8) Assault or battery or any related offense as defined in 720 ILCS 5/12-1;
- 9) Sexual abuse or related offense as defined in 720 ILCS 5/12-15 et seq;
- 10) Prostitution as defined in 720 ILCS 5/11-14 et seq;
- 11) Criminal damage to property as defined in 720 ILCS 5/21-1 et seq;
- 12) Possession, cultivation, manufacture, or delivery of cannabis as defined in 720 ILCS 5/50-1 et seq;
- 13) Illegal consumption or possession of alcohol as defined in 235 ILCS 5/1 et seq;
- 14) Criminal housing management as defined in 720 ILCS 5/12-5.1;
- 15) Structure unfit for human occupancy as defined in the Village’s Property Maintenance Code;
- 16) Unsafe structure as defined in the Village’s Property Maintenance Code;
- 17) Unlawful structure as defined in the Village’s Property Maintenance Code;
- 18) Multiple and serious violations of the Village’s Property Maintenance Code continuing after disposition of a housing court complaints for those violations; and

- 19) Activity that constitutes a violation of a felony or Class A misdemeanor pursuant to a federal or Illinois statute.

“Permit” means to suffer, allow, consent to acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

“Person” means any natural person, association, partnership, corporation, or other entity capable of owning, occupying, or using property in the village.

“Person in charge” means any person in actual or constructive possession of a property, including but not limited to, an owner, occupant of property under his or her ownership or control.

“Property” means any real property, including land and that which is affixed, incidental, or pertinent to land, including but not limited to, any premises, room, house, building, or structure, or any separate part or portion thereof, whether permitted or not.

B. Establishment of a Registry

Pursuant to the provision of this Article, the Village, or its designee, shall establish a registry cataloging each Rental Property within the Village, containing the information required by this section.

C. Residential Rental License

- 1) **License Requirement.** No person, corporation, partnership or other business entity, condominium, townhouse, cooperative membership association or homeowners’ association shall engage in the business of renting any dwelling units to the public, the operation of a rental dwelling unit, rooming house, or rooming unit, unless a valid residential license has been issued by the Village of Matteson for the specific location. A dwelling unit may not be rented, and no new lease may be entered into, and no lease may be renewed until a license is secured pursuant to this section, or while a license is suspended or revoked.
- 2) **Exception.** The license requirement pursuant to this section shall not apply to group homes governed by the Specialized Living Centers Act, 405 ILCS 25/1, *et seq.*, dealing with the developmentally disabled, or to other similar uses governed by the state or federal laws, rules, or regulations.
- 3) **Application.** The verified application for a residential rental license shall be made in the name of the legal owner of the premises to be rented and shall be submitted to the Village on a form to be provided by the Village. The application shall identify the following:
 - i. Full name, legal address, and date of birth of legal owner; if owned by a trust, a trust disclosure is required. If owned by a trust or entity

other than an individual, the owner's name must be on the application plus the name and date of birth of the agent or manager representing the owner.

- ii. The address of the building containing the rental dwelling units for which the license is requested.
- iii. Three contacts, including the property owner(s), the names, addresses, and telephone numbers for 24-hour contact in case of an emergency;
- iv. The owner's agent for service of process;
- v. Any such other information the Village may reasonably require.

4) **Registration of Rental Property.**

- i. Upon being approved for a residential rental property license, every Owner, or Landlord of Rental Property, shall prior to permitting occupancy thereof by any person, register the property with the Village or its designee. A separate registration is required for each Rental Property.

5) **Applicant Residency.** Any applicant for a residential rental license shall reside in the Village or within twenty (20) miles of the Village. No residential rental license shall be issued or renewed for a nonresident applicant, unless such applicant designates in writing to the Village Clerk the name of a Designated Agent, for the receipt of notice and service of notice for violation of provisions of this Section and for service of process. Such designation shall be made in writing and shall accompany each application.

6) **License fee.** The annual fee for a residential rental license shall be paid at the time of the application as follows:

- i. 1 dwelling unit or single-family residence: \$200
- ii. 2-4 dwelling units: \$ 300
- iii. 5-12 dwelling units: \$400
- iv. 13 or greater dwelling units (per each unit): \$600

Neither the sale of property nor the suspension or revocation of a license shall entitle an applicant to a refund of any license fee.

7) **Renewal.** Application for renewal of a residential rental license may be made in the same manner as for a new license. An application renewal of the rental residential license may be made 60 days prior to the expiration of the present license. Any such application for renewal not made prior to the expiration of the existing license shall be subject to a late fee recurring 10% of Registration and renewal Fee every 30 days.

8) **Transferability.** No license shall be transferable. As such, each new owner of a rental dwelling must obtain a new license.

- 9) **Residential Rental License Requirements.** The Village Clerk shall not issue or renew a residential rental unless the rental dwelling unit, along with its common areas and appurtenances has undergone a public safety/crime prevention inspection. Rental dwelling units that undergo a change in ownership shall be subject to a rental dwelling unit public safety/crime prevention inspection, notwithstanding any other required inspection as a condition precedent to transfer of title. The owner shall be provided with an inspection report describing any condition that fails to meet the public safety/crime prevention guidelines and shall be afforded a reasonable opportunity to correct such conditions. Failure to correct said conditions shall result in a suspension or revocation of an existing license or, in the case of a new application, the denial of a license or revocation.
- 10) **Term of License.** A residential rental license shall be issued for a period of one calendar year. Such licenses shall expire December 31st next after issuance unless previously revoked. The License fees shall be made payable to the Village of Matteson. Said fees shall not be prorated.
- 11) **Required Reporting.** Every Owner or Designated Agent shall provide written notice to the Village Clerk of any change in the Designated Agent or change in ownership within seven days of changing the designated agent, or after having conveyed or otherwise transferred or disposed of the legal control of any licensed dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control of such Dwelling Unit.
- 12) **Annual Inspection.** Every rental dwelling unit subject to this section, along with its common areas and appurtenances, shall be subject to an annual public safety/crime prevention inspections by the Village at reasonable times and in a reasonable manner to ensure continuing compliance with this section and with all applicable laws, rules, and regulations. Whenever it appears, pursuant to an inspection or otherwise, that conditions or practices exist that violate the provisions of this section or any applicable laws, rules, or regulations, the Village shall serve written notice upon a licensee of such violation, providing for what action is necessary to correct the violation and a time by which violation must be corrected. Violations not corrected within the time set forth in the written notice shall result in a residential rental license suspension or revocation.
- 13) **Annual Inspection Fees:** The annual fee for an ESI Inspection shall be as follows:
- i. Single-family: \$75.00
 - ii. Single-family with sprinkler: \$125.00
 - iii. Apartments (per each unit): \$75.00

- 14) **Crime- Free Housing Seminar.** All applicants for a residential rental license and all persons who administer, manage, or control the operation of any rental dwelling must attend a crime-free housing seminar, administered by the Matteson Police Department or by any other approved municipal agency within three months of application for a residential rental license. In the event that a seminar is not attended within said three-month period, the residential rental license shall be denied, suspended, or revoked. If a property owner hires, changes, replaces, or adds any persons or persons to administer, manage, or control the operation of a rental dwelling unit, the Village shall be notified upon said change and that person or persons must attend the crime-free housing seminar within three months of said change. Failure to do so shall result in the suspension or revocation of a residential rental license. All persons who are issued a residential rental license and all persons who administer, manage, or control the operation of the dwelling unit shall attend the seminar every 3 years. Failure to do so shall result in a suspension or revocation of a residential license. Suspension or revocation.
- i. **Attendance Records.** The chief of police shall designate a crime-free housing coordinator, who shall maintain a list of those persons who have attended a crime-free housing seminar, the date of attendance, and verification that the owner, agent, or designee is eligible to obtain, maintain or renewal residential rental license.
- 15) **Crime-Free Lease Agreement Addendum.** Every cooperative housing agreement, lease, renewal of lease or other such agreement for the rent or lease of any residential property shall utilize the "Crime Free Lease Addendum". The "Crime-Free Lease Addendum" shall be attached to every residential lease.
- 16) **Exceptions.** Notwithstanding anything to the contrary in this section, the Village shall not enforce its crime-free housing program based on:
- i. Contact made to police or other emergency services, if the contact was made with the intent to prevent or respond to domestic violence or sexual violence; the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or the contact was made by, on behalf of, or otherwise concerns of an individual with a disability and the purpose of the contact was related to that individual's disability;
- ii. Incident(s) 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; or
- iii. Criminal activity or a Village 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. *See 65 ILCS 5/1-2-1.5.*

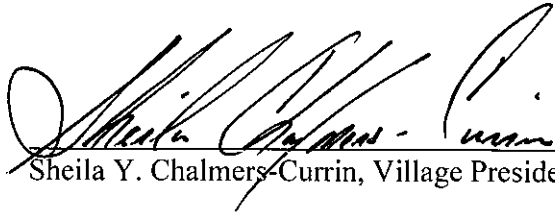
- iv. The exceptions listed are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty, including but not limited to abatement and/or eviction.
- 17) Violation of crime-free addendum. It shall be unlawful for residential property owner, administrator, manager, or person in control of the operation of any rental dwelling unit to permit any person to occupy any residential rental property in violation of any provision of the crime-free lease addendum set forth above.
- 18) Administrative adjudication of violations. Any violation of this section shall be subject to adjudication hearings of this Code.
- 19) Appeal; reinstatement of license. A person whose residential rental license has been denied, suspended, or revoked shall be entitled to an adjudication hearing upon request made in writing and shall be filed with the village manager within 10 days following the denial, issuance of a suspension or revocation. If, in the case of an inspection violation-related suspension or revocation, the village finds upon a re-inspection that the violations have been corrected and the rental dwelling unit is in compliance, the suspension of an existing license shall be rescinded, or, in the case of a new license application, the denial, imposition of a suspension or revocation shall be lifted, and a license shall be issued.

Section 3: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4: All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5: This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that the license herein contemplated is issued forthwith.

Approved this 18th day of September 2023


Sheila Y. Chalmers-Currin, Village President

AYES: 6

NAYS: 0

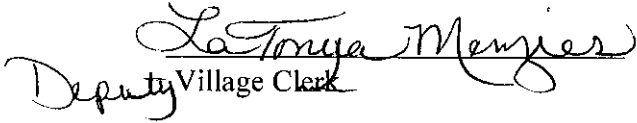
ABSENT: 0

PASSED: September 18, 2023

RECORDED: September 19, 2023

PUBLISHED IN PAMPHLET FORM by Authority of the Board of Trustees:

September 19, 2023.


Deputy Village Clerk