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VILLAGE OF BARRINGTON

ORDINANCE NO. 2026-4639

AN ORDINANCE AMENDING
TITLE 5, "POLICE REGULATIONS" AND TITLE 1, "ADMINISTRATION", OF
THE VILLAGE OF BARRINGTON VILLAGE CODE

(RE: Chapter 6, "Rental Housing Tenant Protection Program", of
Title 5, "Police Regulations"; and
Amending Chapter 4, "General Penalty", and Chapter 14, "Fees, Charges, Deposits and Other
Amounts Payable to the Village" of Title 1, "Administration")

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON, ILLINOIS

THIS 8 DAY OF JUNE, 2026

Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this 8 day of JUNE, 2026.

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AN ORDINANCE AMENDING
TITLE 5, "POLICE REGULATIONS", AND TITLE 1, "ADMINISTRATION", OF
THE VILLAGE OF BARRINGTON VILLAGE CODE

(RE: Chapter 6, "Rental Housing Tenant Protection Program", of Title 5; and
Amending Chapter 4, "General Penalty", and Chapter 14, "Fees, Charges, Deposits and Other
Amounts Payable to the Village" of Title 1)

WHEREAS, the Corporate Authorities of the Village of Barrington (the "Village") have determined that it is in the best interests of the Village and its residents that the Barrington Village Code be amended as provided herein:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule Unit, as follows:

SECTION 1: The Corporate Authorities of the Village hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: That portion of the chart entitled "Title 1, "Administration", of Section 1-14-1, "Enumerated", contained in Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village", of Title 1, "Administration", of the Barrington Village Code, shall be and is hereby amended to read as follows (interlined text is stricken, and underlined text is added):

TITLE 1, ADMINISTRATION			
Type	Village Code Section	Description	Amount
* * * *			
Administrative adjudication system/Code hearing department	1-19-5	Minimum fine for a Code violation, except as otherwise provided in this Code or other village ordinance	Not less than $250~~100~~.00 nor more than $750.00 per offense per day, and each day a violation shall occur or continue shall be deemed a separate offense
* * * *			

SECTION 3: That portion of the chart entitled "Title 5, Police Regulations", of Section 1-14-1, "Enumerated", contained in Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village", of Title 1, "Administration", of the Barrington Village Code, shall be and is hereby amended to read as follows (interlined text is stricken, and underlined text is added):

TITLE 5, POLICE REGULATIONS			
Type	Village Code Section	Description	Amount

* * * *				
~~Initial Application for a Residential Rental Operating License~~	~~5-6-2~~	~~Initial Application for a Residential Rental Operating License for either a multiple rental dwelling unit building or a single family rental unit, which includes initial attendance by at least one owner or the designated property manager of the owner(s) at the required Village Crime Free Housing Seminar.~~	~~No application fee for an initial application~~	
Annual License ~~Renewal~~ Fee, Nonrefundable	5-6-2	Nonrefundable ~~renewal~~ fee for an annual Residential Rental Operating License for any building containing one (1) or more residential rental units.	(1) For a single-family residential rental dwelling unit: ~~$50.00~~ $75.00 (2) For ~~multiple~~ a multi-family rental dwelling unit ~~buildings~~: $150.00 per building, or $25.00 per rental dwelling unit, whichever is greater ~~(a) less than 10 rental dwelling units in the building: $150.00~~ ~~(b) at least 10 and not more than 25 rental dwelling units in the building: $300.00~~ ~~(c) more than 25 but not more than 50 rental dwelling units in the building: $450.00~~ ~~(d) more than 50 rental dwelling units in the building: $600.00~~	
Inspection Fee, Nonrefundable	5-6-2	Nonrefundable fee for each inspection or reinspection of any Residential Rental Dwelling Unit.	$100.00 for each Inspection or Reinspection	
~~Late Fee, Mandatory, Nonrefundable~~	~~5-6-2~~	~~Nonrefundable mandatory late fee for any Residential Rental Operating License when required but if not obtained when required by Chapter 6 of Title 5 or if not renewed when required by Chapter 6 of Title 5.~~	~~100% of the annual nonrefundable renewal fee for a Residential Rental Operating License as required by Section 1-14-1 and Section 5-6-2 of this Village Code~~	
Fine for each violation of Title 5 of Chapter 6	5-6-4	Mandatory fine to be paid to the Village for each violation of Title 5 of Chapter 6 of this Code, except as otherwise specified therein. Each day a violation exists or continues constitutes a separate offense.	1st Offense	$250.00 minimum
			2nd Offense	$500.00 minimum
			3rd Offense, and any subsequent Offense within a 12 month period	$750.00 minimum
* * * *				

SECTION 4: Title 5, "Police Regulations", of the Barrington Village Code is hereby amended by renaming the existing Chapter 6, "Crime-Free Housing Regulations" as "Chapter 6, Rental Housing Tenant Protection Program", and amending the text of Chapter 6 as set forth on Exhibit A attached hereto and thereby made a part hereof.

SECTION 5: Paragraph A of Section 1-4-1, "General Penalty", of Chapter 4, "General Penalty" of Title 1, Administration", of the Barrington Village Code shall be and is hereby amended to read as follows:

"A. Whenever in this code or in any ordinance of the village any act is prohibited or is made or declared to be unlawful, or whenever in such code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty, and/or no specific minimum penalty, is provided therefor, the violation of any such provision of this code or any ordinance shall be punishable by a fine of not less than ~~one hundred dollars ($100.00)~~ two hundred fifty dollars ($250.00) and not more than five thousand dollars ($5,000.00). A separate offense shall be deemed committed for each day on which a violation occurs or continues. Notwithstanding anything contained in this code, any court of competent jurisdiction shall be authorized to enter an order of supervision or conditional discharge as provided by the Illinois unified code of corrections, 730 Illinois Compiled Statutes 5/1-1-1 et seq."

SECTION 6: The Corporate Authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or re-lettered and the word "Ordinance" can be changed to "Section", "Article", "Chapter", "Paragraph", or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or re-lettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 7: All parts of the Village of Barrington Village Code in conflict with the terms or provisions of this Ordinance be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 8: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: This Ordinance shall not affect any pending prosecution, personnel action or discipline, or any punishment, cause(s) of action, or rights, powers, or remedies accrued under any ordinance in effect immediately prior to the effective date hereof.

SECTION 10: This Ordinance shall take effect immediately upon its passage, approval, and publication in pamphlet form as provided by law.

SECTION 11: The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

PASSED THIS 8 DAY OF JUNE, 2026, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Duncan, Prigge, Klaver and President Moran

NAYS: NONE

ABSENT: Trustees Sholeen and Wondrasek

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 8 DAY OF JUNE, 2026

Michael D. Moran, Village President

ATTESTED AND FILED THIS
8 DAY OF JUNE, 2026

James P. Dillon, Village Clerk

[Seal]

PUBLISHED IN PAMPHLET FORM THIS 8 DAY OF JUNE, 2026.

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

CHAPTER 6
RENTAL HOUSING TENANT PROTECTION PROGRAM

5-6-1: DEFINITIONS:

For purposes of this Chapter 6, the following words shall have the following definitions:

ABATE: To correct, eliminate, cure, and/or remove a nuisance or nuisance activity, or other violation.

CHIEF OF POLICE: The Chief of Police is the department manager and ranking officer of the police department of the Village of Barrington, Cook and Lake Counties, Illinois, or the designee of the Chief of Police.

CODE OFFICIAL: That officer, employee or agent of the Village designated by the Village Manager, or the designee of such Code Official, who has been authorized by the Village Manager to administer and enforce with application, administration and enforcement of the then current Property Maintenance Code of the Village, including such inspections and re-inspections as the Code Official or the ~~Crime-Free Housing Program~~ Rental Housing Tenant Protection Program Coordinator finds to be necessary or appropriate in his or her respective discretion.

COMMERCIAL PROPERTY: All properties where the primary function is dealing with commerce or trade and are not residential in nature.

COMMON AREA(S): Common areas shall include, but are not limited to, all hallways, stairways, lobbies, utility rooms, laundry rooms, storage rooms, recreation rooms, grounds, refuse areas, parking areas, building extensions, signs and other areas designated for common use by dwelling unit occupants. A common area shall be counted as a single unit in the calculation of the average number of violations per dwelling unit as outlined in this Chapter.

CONDOMINIUM: Any dwelling unit under individual ownership in a multi-unit structure as provided in the Illinois Condominium Property Act (765 ILCS 605).

CONDOMINIUM ASSOCIATION: Any organization or association which governs the operation of common areas or services for two (2) or more condominiums.

~~CRIME-FREE HOUSING PROGRAM COORDINATOR (sometimes referred to as the "Program Coordinator"): That Village officer, employee or agent designated by the Village Manager to coordinate the Crime Free Housing Program of the Village, or the designee of such Program Coordinator.~~

DESIGNEE: A person designated in writing by a Village officer or employee for any specific or general purpose under this Chapter 6, ~~"Crime Free Housing Regulations",~~ "Rental Housing Tenant Protection Program", of Title 5.

DWELLING (OR ANY DERIVATIVE THEREOF): This term shall have the meaning set forth in Section 2.3, "Definitions", of the Village of Barrington Zoning Ordinance.

DWELLING UNIT: This term shall have the meaning set forth in Section 2.3, "Definitions", of the Village of Barrington Zoning Ordinance.

EXCESSIVE CALLS FOR POLICE SERVICES: Ten (10) or more calls to the Village of Barrington Police Department and/or to its emergency or non-emergency dispatch provider for service within any three (3) month period.

FAMILY: This term shall have the meaning set forth in Section 2.3, "Definitions", of the Village of Barrington Zoning Ordinance.

GUEST: An individual who shares a dwelling unit in a non-permanent status for not more than ~~thirty (30)~~ twenty-one (21) consecutive days.

HOUSEHOLD: One (1) or more individuals living together in a single dwelling unit and sharing common living, sleeping, cooking and eating facilities (See also "Family").

LIFE SAFETY VIOLATIONS: Any conditions of any residential rental dwelling unit which may cause or create any substantial risk to person(s) of injury or disease.

MEANING OF CERTAIN WORDS: Whenever the words "dwelling", "dwelling unit", "premises", or "structure" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof". Words used in the singular include the plural, and the plural the singular; the masculine gender includes the feminine and the feminine the masculine.

NUISANCE ACTIVITY: The meaning of "nuisance activity" shall include: (a) Homicide, Child Pornography, Soliciting for a Prostitute, Pandering, Keeping a Place of Prostitution, Harmful Material to Minors, Mob Action, Drug-Related Nuisance Activity including but not limited to Illegal Manufacture, Sale, Distribution, Use, Possession and/or Possession With Intent to Manufacture of any Controlled Substance, Assault, Battery, Bodily Harm, Theft, Possession of Explosives or Incendiary Devices, Unlawful Use of a Weapon, Prostitution, Interference with Public Officers, Disorderly Conduct; (b) any offense that constitutes a felony under the Criminal Code of 2012 (720 ILCS 5/1-1 et seq.) including, but not limited to, those set forth above; (c) any offense defined and prohibited by the Illinois Controlled Substances Act (720 ILCS 520 et seq.) and/or the Cannabis Control Act (720 ILCS 550, et seq.), other than an offense in violation of either such Acts punishable only by a fine; (d) any offense in violation of federal law, rule, or regulation, other than an offense punishable only by a fine; (e) any offense defined and/or prohibited by Title 5, "Police Regulations", Chapter 2, "General Offenses", and Chapter 3, "Minors", of the Barrington Village Code; (e) excessive calls for police services as defined and/or prohibited by Title 5, "Police Regulations", of Chapter 6, "Rental Housing Tenant Protection Program", of the Barrington Village Code.

OPERATE: To own, manage, maintain, rent, lease, advertise, or offer for rent or lease any residential rental property or rental dwelling unit(s) therein for the purpose of renting to others.

OWNER(S): Any person or persons who, along or jointly or severally with others, holds legal title to, or holds any beneficial interest in any land trust which has legal title, to any residential rental premises which premises are improved with one or more residential dwelling units with or without accompanying actual possession thereof, or shall have charge, care or control of any premises,

dwelling or dwelling unit as owner or agent of owner, or an executor, administrator, trustee or guardian of the estate of owner.

PERSON: This term includes both a natural person or any other legal entity, including but not limited to a trustee, trust, corporation, partnership, or a limited liability company.

PROGRAM COORDINATOR: [See "Rental Housing Tenant Protection Program Coordinator" as defined in this Chapter.]

PROPERTY MANAGER: A person designated in writing to the Village by the owner(s) to act as the agent of the owner(s) and having the authority to manage residential rental property including the authority to receive notices or citations~~, but any such property manager shall be required to have a place of business or residence located within the Village~~. Any person representing such owner(s) as a property manager shall be bound to comply with the provisions of this Chapter and this Village Code to the same extent as if he or she were the owner.

RENT: The consideration paid by tenant(s) to the owner(s) of a rental dwelling unit for the exclusive leasing and use by the tenant(s) of part or all of a dwelling unit. Such consideration is not limited to cash.

RENTAL DWELLING UNIT: A building, dwelling unit or room occupied and leased by tenant(s).

RENTAL HOUSING TENANT PROTECTION PROGRAM COORDINATOR (sometimes referred to as the "Program Coordinator"): That Village officer, employee or agent designated by the Chief of Police to coordinate the Rental Housing Tenant Protection Program of the Village, or the designee of such Program Coordinator.

RESIDENTIAL RENTAL OPERATING LICENSE: A license required for any building containing one (1) or more residential rental dwelling units rented or leased to any person, business, corporation or entity for any period of time within the Village.

TENANT: Any adult person granted use of a rental dwelling unit or room pursuant to a lease with the owner of the rental dwelling unit.

TOWNHOUSE: A single-family dwelling unit which shares a demising wall with another dwelling unit but which is not subject to the Illinois Condominium Property Act.

VILLAGE: The Village of Barrington, Cook and Lake Counties, Illinois.

VILLAGE MANAGER: The Village Manager of the Village of Barrington, Cook and Lake Counties, Illinois, or the designee of the Village Manager.

UNDEFINED WORDS: Words not specifically defined in this Chapter shall have the respective definitions set forth in this Village Code. When a question still exists as to the meaning of any word not specifically defined in this Chapter, its meaning shall be determined by the Chief of Police ~~Village Manager~~.

5-6-2: LICENSING OF THE OPERATION OF MULTIPLE RENTAL DWELLING UNITS AND SINGLE-FAMILY RENTAL DWELLING UNITS REQUIRED; LICENSE TERM; FEES:

A. RESIDENTIAL RENTAL OPERATING LICENSE REQUIRED:

(1) License Required; Annual Renewal: The owner(s) of a multiple rental dwelling unit building or of any single-family rental dwelling unit are required to apply to the Village for, obtain, and maintain a valid Residential Rental Operating License issued by the Village in order to operate such property as a multiple rental dwelling unit building or as a single rental dwelling unit prior to establishing such use on the respective property and prior to the leasing to tenant(s) of such dwelling unit(s). Each such Residential Rental Operating License shall have a term of twelve (12) months, and each such Residential Rental Operating License shall be renewed by the applicant on an annual basis prior to each twelve (12) month anniversary date thereof and shall be specific to the dwelling(s) identified in said Residential Rental Operating License. A multiple residential rental building may include dwelling unit(s) in condominiums or townhouses.

(2) All applicants for such Residential Rental Operating License are required to fully complete an ~~initial~~ application form provided by the Program Coordinator, which ~~initial~~ application shall include a requirement for attendance by one or more owner(s) or by their designated property manager at the required Village ~~Crime Free Housing~~ Rental Housing Tenant Protection Program Seminar and a refresher seminar every three (3) years as described in Section 5-6-3(A). For each ~~initial~~ application, and for each renewal application for a Residential Rental Operating License, the applicant(s) shall provide to the Village the name(s), address(es), email address(es), and phone number(s) for all tenants or prospective tenants for each residential rental premises. ~~No fee shall be required for an initial application.~~ A mandatory annual license ~~renewal~~ fee in such amount as specified from time to time in Section 1-14-1 of this Village Code shall be required to be paid at the time of submittal to the Village of an application for and/or a renewal of a Residential Rental Operating License. The applicant shall also be required to pay a separate non-refundable reinspection fee for each inspection or reinspection of any residential rental premises as provided from time to time in Section 1-14-1 of this Village Code.

(3) Any owner(s) or their designated property manager shall annually acknowledge in writing as part of their application for renewal of their Residential Rental Operating License that they have accessed, read, and understand the substance of and any recent changes in this Chapter 6 and in the Village's ~~Crime Free~~ Rental Housing Tenant Protection Seminar as posted on the Village's website.

(4) No person(s) shall lease to tenant(s) or/or otherwise operate any multiple rental dwelling unit building or any single-family rental dwelling unit unless such person(s) hold a current, valid Residential Rental Operating License for such residential rental premises or the valid conditional approval thereof issued in writing by the ~~Crime Free~~ Rental Housing Tenant Protection Program Coordinator, which approval shall be applicable to a specific multiple rental dwelling unit building or to a specific single-family rental dwelling unit as identified in said Residential Rental Operating License or in the conditional approval of such a Residential Rental Operating License.

(5) Term: The term of a Residential Rental Operating License shall be for twelve (12) months, beginning with the date of issuance by the Village of said Residential Rental Operating License, and each such Residential Rental Operating License shall expire on its anniversary date unless renewed on or before the twelve (12) month anniversary date thereof.

(6) Failure to obtain or renew a Residential Rental Operating License and pay the mandatory fee for same if and when and as required by this Chapter shall constitute a violation of this Chapter and shall subject the Licensee to such penalty(ies) and/or mandatory daily fine(s) to payment of a mandatory, nonrefundable late fee as specified from time to time in Section 1-14-1 of this Village Code

(7) Exceptions: This licensing requirement shall not apply to the following:

a. Commercial properties not containing any rental dwelling unit.
b. Nursing homes, retirement homes, assisted living facilities and/or hospices licensed, inspected and governed by State and/or Federal laws, rules and/or regulations.

(8) All Residential Rental Operating Licenses for multiple rental dwelling unit buildings under common ownership with common facilities (laundry, garage, furnace and storage rooms, etc.) and/or utilities (heat, water, etc.) and for those multiple rental dwelling unit buildings in the process of converting to condominiums, where the conversion of the entire building has not been completed, shall be valid for a period of twelve (12) months from the date of issuance of said Residential Rental Operating License, unless sooner revoked by the Village, and such a Residential Rental Operating License shall be renewed for successive periods of not to exceed twelve (12) months each prior to the twelve (12) month anniversary date thereof.

(9) A conditional approval may be granted in writing by the Chief of Police ~~Village Manager~~ for a term not exceeding six (6) months to any rental dwellings which cannot be fully licensed due to special circumstances. Prior to receiving a Residential Rental Operating License, the owner(s) or the property manager of such owner(s) shall submit a written request to the Chief of Police ~~Village Manager~~ for such a conditional approval. The term of such conditional approval shall be subtracted from the twelve (12) month license period to determine when such Residential Rental Operating License expires. All residential rental properties which have not completed full licensure by the end of the conditional term shall be considered unlicensed and shall forfeit all fees paid to date.

B. INSPECTION OF DWELLING UNIT(S) MAY BE REQUIRED: If the Residential Rental Operating License of any residential rental dwelling unit has been suspended or revoked as a result of noncompliance with this Chapter, the Chief of Police ~~Village Manager~~ is hereby authorized to issue a new Residential Rental Operating License or the reinstatement or the renewal thereof in the names of applicant owner(s) of a multiple rental dwelling unit building and of any single-family rental dwelling unit, but only if the Chief of Police ~~Village Manager~~ has determined that the owner(s) and/or the property manager for such residential rental premises are then in compliance with applicable provisions of this Chapter 6 and only if, as a condition precedent to such action by the Chief of Police ~~Village Manager~~, it has been

determined by the Village that no life safety violation(s) exist on the subject residential rental premises. In order to make such determination, the Chief of Police ~~Village Manager~~ shall require the Program Coordinator and/or Code Official to inspect the subject residential rental premises, and any life safety violation(s) found as a result of such inspection(s) shall be ~~corrected~~ abated prior to the issuance, renewal or reinstatement of a Residential Rental Operating License for the subject residential rental premises. Nothing contained in this Chapter shall restrict or prevent the Village or any officer, employee or agent thereof from inspecting any residential rental premises at such time as in their respective discretion may be necessary to protect person(s) and property within the Village.

C. INFORMATION REQUIRED RELATIVE TO ALL NON-OWNER OCCUPIED UNITS: All condominium associations, town home associations, and/or management companies maintaining records of non-owner occupied units shall provide to the Program Coordinator and/or to the Code Official on an annual basis the name(s), current mailing address(es), and email address(es) of all owners of said units and the unit number(s), name(s), current mailing address(es), email address(es), and phone number(s) of all tenants occupying said units and shall update and provide such information every thirty (30) days to the Program Coordinator with respect to any new person(s) residing within and/or occupying said rental unit(s) for more than twenty-one (21) consecutive days. Owners and property managers shall also require their tenants, as a condition of their lease, to provide written notice containing the name, email address, and phone number of all new tenant(s) and/or person(s) residing at the Rental Premises for more than twenty-one (21) consecutive days.

D. PAYMENT OF ALL REQUIRED FEES PRIOR TO ISSUANCE, RE-ISSUANCE, AND/OR REINSTATEMENT OF ANY RESIDENTIAL RENTAL OPERATING LICENSE: No Residential Rental Operating License shall be issued by the Village until all applicable inspection and reinspection fees~~, all applicable late fees,~~ and the applicable nonrefundable annual ~~renewal~~ fee for the subject Residential Rental Operating License have been paid.

E. DESIGNATION BY OWNER(S) OF PROPERTY MANAGER: The owner(s) of any residential rental premises may designate a property manager. Such a designation shall be made in writing and shall accompany each application or renewal form. Owner(s) are required to immediately notify the Program Coordinator or the Code Official in writing of any change in their designated property manager.

F. RESIDENTIAL RENTAL OPERATING LICENSE NOT TRANSFERABLE; NOTICE OF PROPERTY TRANSFER REQUIRED: No Residential Rental Operating License shall be transferable to another multiple rental dwelling unit building or to another single-family rental dwelling unit. Every person holding a Residential Rental Operating License shall give notice in writing to the Program Coordinator or to the Code Official within twenty-four (24) hours after having transferred or otherwise disposed of the legal control of any licensed multiple rental dwelling unit building or of any single-family rental dwelling unit. Such notice shall include the name and address of the person(s) or entity succeeding to the ownership or control of such a multiple rental dwelling unit building or of any single-family rental dwelling unit.

G. KEEPING OF RECORDS OF ALL REPAIRS AND OTHER MODIFICATIONS TO LICENSED PREMISES REQUIRED: Every owner or operator of any multiple rental dwelling unit building or of any single-family rental dwelling unit shall keep or cause to be kept accurate records of all repairs, alterations and equipment changes made to any such

premises and of all corrections made as a result of any inspection of the premises by the Code Official or by the Program Coordinator. Such record shall be made available to the Code Official or to the Program Coordinator by the owner(s) or operator when requested.

H. NOTICE OF LIFE SAFETY VIOLATION(S): Whenever, as a result of any inspection of the licensed multiple rental dwelling unit building or single-family rental dwelling unit, or of the records required to be kept by this Chapter, the Code Official or the Program Coordinator finds that conditions on, in, or within the rental premises exist which constitute life safety violation(s) as defined in this Chapter of any applicable provision(s) of this Village Code or of the Zoning Ordinance of the Village, the Code Official or the Program Coordinator shall serve the owner(s) or the property manager of the owner(s) with written notice of such life safety violation(s), and that unless such life safety violation(s) are remedied in the specified time, the Residential Rental Operating License may be suspended, and such ordinance violation(s) may be subject to citation(s) issued by any duly-authorized officer, employee, or agent of the Village filed with and adjudicated in the Circuit Court or in the Code Hearing Department/Administrative Adjudication System of the Village. At the end of the time allowed by the Village to remedy the violation(s), the Code Official or the Program Coordinator shall re-inspect the rental dwelling unit(s), and if the re-inspection reveals that any life safety violations have not been ~~remedied~~ abated within the time frame indicated in the notice, the Residential Rental Operating License for the premises may be revoked by the Code Official or by the Program Coordinator and such violation(s) may be subject to such further citation(s) issued by any duly-authorized officer, employee, or agent of the Village.

I. SUSPENSION AND/OR REVOCATION OF RESIDENTIAL RENTAL OPERATING LICENSE; REQUEST FOR REVIEW OR APPEAL: Any person(s) whose Residential Rental Operating License has been suspended shall have fifteen (15) days after such suspension to appeal such suspension in writing and request a review of the order by the Chief of Police ~~Village Manager~~ and an opportunity to be heard by the Chief of Police ~~Village Manager~~. Any such decision by the Chief of Police ~~Village Manager~~ shall be appealable to the Corporate Authorities of the Village if such appeal is filed with the Chief of Police ~~Village Manager~~ within fifteen (15) days of the Chief of Police's ~~Village Manager's~~ decision in such a case. If no request for review or appeal is made within fifteen (15) days following the issuance of the order of suspension, the Residential Rental Operating License shall be revoked, provided, however, prior to such revocation, any person(s) whose Residential Rental Operating License has been suspended may request inspection of the premises if such person provides evidence that all of the life safety violations present on the subject rental premises have been corrected and such premises is now in compliance with this Village Code, as confirmed by reinspection by the Village. If Owner(s) have failed to receive, renew or reinstate a Residential Rental Operating License, the Owner(s) shall be subject to the applicable fines as provided in this Village Code and shall not enter into any new lease or extend or renew any existing lease for the subject residential rental premises until the Owner(s) have secured, renewed or reinstated such a Residential Rental Operating License for the subject premises. No existing tenant(s) shall be evicted from any residential rental premises based upon a failure of the Owner(s) to secure, renew or reinstate a Residential Rental Operating License where such tenant(s) have not caused or contributed in any manner to the noncompliance of the Owner(s).

J. REINSTATEMENT, REISSUANCE, OR RENEWAL OF RESIDENTIAL RENTAL OPERATING LICENSE: If, upon re-inspection, the Code Official or the Program Coordinator finds that all life safety violation(s), including but not limited to those previously

found to be present in a multiple rental dwelling unit building or a single-family rental dwelling unit have now been ~~corrected~~ abated or remedied, the Chief of Police ~~Village Manager~~, the Code Official, or the Program Coordinator shall reinstate, reissue, or renew the Residential Rental Operating License for the subject premises, provided a current and complete application has been submitted to the Program Coordinator and the annual license fee has been paid.

5-6-3: ~~CRIME-FREE~~ ***RENTAL*** HOUSING ***TENANT PROTECTION*** PROGRAM:

A. ~~Crime-Free~~ Rental Housing Tenant Protection Program Seminar: As a condition precedent for obtaining a Residential Rental Operating License from the Village, the owner(s) or the property manager of the owner(s) of any property within the Village which will be or is being rented for residential purposes, is required to attend and complete a Village of Barrington ~~Crime Free~~ Rental Housing Tenant Protection Program Seminar ("Seminar") prior to or within ninety (90) days ~~after the effective date of this Chapter~~ following application for such License, ~~which will be May 1, 2024,~~ or within ninety (90) days after the date of the owner's acquisition of such property, whichever is later, or by a later date if the Chief of Police ~~Village Manager~~ determines that the applicant(s) had to wait until such later date for the next available Seminar, prior to being issued a Residential Rental Operating License by the Village. ~~(NOTE: The date this Chapter will become effective is May 1, 2024.)~~ As a condition precedent for renewal of a Residential Rental Operating License from the Village, the owner(s) or the property manager(s) of the owner(s) of any property within the Village which will be or is being rented for residential purposes is required to repeat this Seminar training every three (3) years after the initial date of Seminar attendance.

B. A property manager shall be considered an agent of the owner(s) of a residential rental property located within the Village. If a new property manager is designated by the owner(s), the new property manager shall have ninety (90) days after the date of such designation of such new property manager to attend the Village of Barrington's ~~Crime Free~~ Rental Housing Tenant Protection Program Seminar.

C. The ~~Crime Free~~ Rental Housing Tenant Protection Program Coordinator, as designated by the Chief of Police ~~Village Manager~~, shall provide to the Chief of Police ~~Village Manager~~ a list of owners or property manager(s), agents and/or designees who have attended the Seminar, and a list of owner(s) or property manager(s), agent(s) and/or designee(s) who have repeated the Seminar every three (3) years as required herein with the date of attendance and verification that the owner(s), property manager(s), agents or designees have complied with this Chapter and is eligible to obtain, maintain or renew the Residential Rental Operating License.

D. Any owner(s) or their designated property ~~manager~~ manager(s) shall annually acknowledge in writing as part of their application for renewal of their Residential Rental Operating License that they have accessed, read, and understand the substance of and any recent changes in this Chapter 6 and in the Village's ~~Crime Free~~ Rental Housing Tenant Protection Program Seminar as posted on the Village's website.

E. ~~CRIME-FREE~~ RENTAL HOUSING LEASE AND ADDENDUM; EVICTION REQUIRED:

(1) As of ~~May 1, 2024~~ July 1, 2026, ~~which is the effective date of this Chapter,~~ and thereafter, every new lease of residential rental property, including any lease renewal(s), and/or any lease extension(s), shall contain the ~~Crime Free Housing~~ language from the Lease Addendum as set forth below in the body of that lease, lease renewal, and/or lease extension agreement, the purpose of which is to make ~~criminal~~ nuisance activity, not limited to violent or drug-related ~~criminal~~ activity, engaged by, facilitated by, or permitted by the tenant(s), member(s) of the tenant(s)' household, guest(s) or other party(ies) under the control of the tenant(s), a lease violation, and to provide the owner(s) as the landlord(s) with authority under that clause to initiate eviction proceedings pursuant to state law. A failure by any property owner(s) and/or property manager(s) to include the following ~~Crime-Free~~ Rental Housing Tenant Protection Program Lease Addendum in any new lease, lease renewal, and/or any extension of a lease executed on or after ~~May 1, 2024~~ July 1, 2026 shall be a violation of this Chapter and grounds for suspension or revocation of the property owner's Residential Rental Operating License. Any violation of the Lease Addendum by tenant(s) shall obligate the owner(s) as the landlord(s) to initiate eviction proceedings against such tenant(s) pursuant to the Forcible Entry and Detainer provisions of Article IX of the Illinois Code of Civil Procedure (735 ILCS 5/Article IX) within thirty (30) days after a written notice of violation of the ~~Crime Free~~ Rental Housing Tenant Protection Program Lease Addendum has been sent by email or regular U.S. Mail, postage prepaid, by the Village to the owner(s) or to their property manager. Proof of any violation of the Addendum shall be determined by a preponderance of the evidence. The following is the ~~Crime Free~~ Rental Housing Tenant Protection Program Lease Addendum as required by this Chapter:

~~CRIME FREE~~ RENTAL HOUSING
TENANT PROTECTION PROGRAM LEASE ADDENDUM

ADDRESS OF SUBJECT RENTAL PREMISES:

_____

Tenant(s) acknowledge and understand that Tenant(s) are responsible for any ~~criminal~~ nuisance activity (as defined herein) which is or are conducted and/or which occur on or within the Rental Premises and as part of the consideration for lease of the subject Rental Premises identified in the lease of the Rental Premises as described above, Tenant(s) agree as follows:

(1) Tenant(s) and any household member(s), guest(s), invitee(s), and/or any person(s) under control of tenant(s), shall not engage in or facilitate ~~criminal~~ nuisance activity as defined below ~~on or within one hundred (100) feet of the Rental Premises~~.

(2) Tenant(s) and any household member(s), guest(s), invitee(s), and/or any person(s) under control of tenant(s) shall not engage in and shall not permit the Rental Premises to be used for, or to facilitate, ~~criminal~~ nuisance activity, regardless of whether the individual engaging in such activity is a member of the tenant(s)' household, a guest, or an invitee, and/or a person under control of tenant(s).

(3) Tenant(s) and any household member(s), guest(s), invitee(s), and/or any person(s) under control of tenant(s) shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the owner(s), property manager(s), and/or any other tenant, or involves imminent or actual danger to person(s) and/or serious property damage.

(4) Tenant(s), et al, shall be required to notify the owner(s) and/or property manager(s) of the name(s), email address(es) and phone number(s) of all person(s) residing and/or occupying the Rental Premises for more than twenty-one (21) consecutive days.

(5) Tenant(s), et al, shall not engage in or cause excessive calls for police service to be made in, on, within, or relative to the Rental Premises.

~~(4)~~(6) In addition to the foregoing, it shall constitute a violation of this Addendum if the tenant(s) are or have been found guilty or liable for:

(a) Three (3) or more violations in, on, or within the Rental Premises of the Barrington Village Code or of the Village of Barrington Zoning Ordinance, which violation(s) each resulted in the issuance of one or more citation(s) issued by any officer, employee, or agent of the Village against tenant(s) of the Residential Rental Premises within any three (3) month period; and/or

(b) Any violation of any ordinance of the Village which condition constitutes a life safety violation.

~~(5)~~(7) Tenant(s) will not be in violation of this ~~Crime-Free~~ Rental Housing Tenant Protection Program Lease Addendum and it shall not constitute a public nuisance under the Village Code based upon the following:

(a) Tenant(s) who are an innocent party or the victim of a crime, including but not limited to actual or threatened domestic violence or sexual violence will not be in violation of this ~~Crime-Free~~ Rental Housing Tenant Protection Program Lease Addendum. Nothing in this Addendum prohibits the eviction of the perpetrator of the domestic violence, sexual violence, or other ~~criminal~~ nuisance activity. Tenant(s) are encouraged to report crimes without fear of his or her status as a Tenant.

(b) Contact made to the police or seeking 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 an individual with a disability and the purpose of the contact was related to that individual's disability;

(c) An incident or incidents of actual or threatened domestic violence or sexual violence against the tenant(s), household member(s), guest(s), and/or

invitee(s) of the tenant(s) occurring in, on, or within one hundred (100) feet of the Rental Premises; or

(d) ~~Criminal~~ Nuisance activity or a local ordinance violation occurring in, on, or within ~~one hundred (100) feet~~ of the Rental Premises that is directly related 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.

~~(6)~~ (8) However, nothing with respect to this Addendum:

(a) Limits the Village's enforcement of Section 15.2 of the Illinois Emergency Telephone System Act, Article 26 of the Illinois Criminal Code of 2012, or Article IX (Eviction) of the Code of Civil Procedure;

(b) Prohibits the Village from enacting or enforcing this Chapter or to impose penalties on the basis of the underlying ~~criminal~~ nuisance activity or any Village ordinance violation not covered by Subparagraphs (a), (b), (c) and/or (d) of ~~Paragraph 5~~ Paragraph 7 as set forth above to the extent otherwise permitted by existing State or federal law or any applicable Village ordinance; or

(c) Limits or prohibits the Village's eviction of or imposition of penalties against the perpetrator of the domestic violence, sexual violence, or other ~~criminal~~ nuisance activity.

~~(7)~~ (9) For Purposes of this Lease Addendum, the meaning of "~~criminal~~ nuisance activity" shall include: (a) Homicide, Child Pornography, Soliciting for a Prostitute, Pandering, Keeping a Place of Prostitution, Harmful Material to Minors, Mob Action, Drug-Related ~~Criminal~~ Nuisance Activity including but not limited to Illegal Manufacture, Sale, Distribution, Use, Possession and/or Possession With Intent to Manufacture of any Controlled Substance, Assault, Battery, Bodily Harm, Theft, Possession of Explosives or Incendiary Devices, Unlawful Use of a Weapon, Prostitution, Interference with Public Officers, Disorderly Conduct; (b) any offense that constitutes a felony under the Criminal Code of 2012 (720 ILCS 5/1-1 et seq.) including, but not limited to, those set forth above; (c) any offense defined and prohibited by the Illinois Controlled Substances Act (720 ILCS 520 et seq.) and/or the Cannabis Control Act (720 ILCS 550, et seq.), other than an offense in violation of either such Acts punishable only by a fine; (d) any offense in violation of federal law, rule, or regulation, other than an offense punishable only by a fine; (e) any offense defined and/or prohibited by Title 5, "Police Regulations", Chapter 2, "General Offenses", and Chapter 3, "Minors", of the Barrington Village Code; and excessive calls for police services as defined and as prohibited in Title 5, "Police Regulations", of Chapter 6, "Rental Housing Tenant Protection Program" of the Barrington Village Code.

~~(8)~~ (10) VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND

GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY AND/OR EVICTION OF THE SUBJECT TENANT(S) FROM THE RENTAL PREMISES. A single violation of any of the provisions of this Addendum shall be deemed a material and irreparable non-compliance with the lease and shall be good cause for the immediate termination of the lease and the eviction of the tenant(s) and of all person(s) who hold any possession of the Rental Premises through such tenant(s). The parties hereto understand and agree that notwithstanding the fact that a single violation may constitute good cause for immediate termination of the lease under the Illinois Compiled Statutes; provided, however, that a violation shall not be good cause to terminate the tenancy if the immediate termination of the lease would violate Section 1-2-1.5 of the Illinois Municipal Code (65 ILCS 5/1-2-1.5). Unless otherwise provided by law, proof of violation may not require criminal conviction, but shall be based on a review of the specific evidence supporting the violation and shall only require a preponderance of the evidence. Tenant(s) consent(s) to venue in the Circuit Court of the county wherein the Rental Premises are located in the event the property owner(s) initiate(s) legal action against the tenant(s). Tenant(s) hereby waive(s) any objection to any venue chosen by the property owner(s).

~~(9)~~ (11) Tenant(s) of the Rental Premises hereby authorize the property owner(s) or any agent of the owner(s) to use any citation(s) and/or complaint(s) issued by any officer, employee, or agent of the Village against the tenant(s) of the Rental Premises and/or any Village-generated reports related to any such citation(s) against tenant(s) as reliable, direct evidence of any and all such violation(s), and/or as business records and a hearsay exemption, in all eviction hearings.

~~(10)~~ (12) In case of conflict between the provisions of this Addendum and any provisions of the lease, the provisions of this Addendum shall govern.

~~(11)~~ (13) Tenant(s) also agree to be responsible for the actions of tenant(s), member(s) of the tenant(s)' household, guests and/or invitees of the tenant(s) if the tenant(s) knew or should have known about any such actions or the potential for same. A guest or invitee shall be anyone who tenant(s) or member(s) of the household of tenant(s) give access to or allows on or in the Rental Premises.

~~(12)~~ (14) This Lease Addendum is incorporated into and is part of the lease of the Rental Premises and/or part of any renewal of such lease, executed or renewed at any time between the Landlord or the property manager and Tenant(s).

Tenant(s) Signature	Date
Tenant(s) Signature	Date
Owner Signature	Date
Property Manager Signature	Date

F. NUISANCE RESIDENTIAL RENTAL PROPERTY: It is hereby declared a nuisance, a threat to the public health and safety, to the peace and comfort of the Village, and it is hereby prohibited for any owner(s), ~~or for~~ any property manager(s), or any tenant(s) to allow, permit, or facilitate the following on or within any residential rental premises ~~or within one hundred (100) feet thereof:~~

(1) ~~Criminal~~ Nuisance activity which shall include the following offenses: (a) Homicide, Child Pornography, Soliciting for a Prostitute, Pandering, Keeping a Place of Prostitution, Harmful Material to Minors, Mob Action, Drug-Related ~~Criminal~~ Nuisance Activity including but not limited to Illegal Manufacture, Sale, Distribution, Use, Possession and/or Possession With Intent to Manufacture of any Controlled Substance, Assault, Battery, Bodily Harm, Theft, Possession of Explosives or Incendiary Devices, Unlawful Use of a Weapon, Prostitution, Interference with Public Officers, Disorderly Conduct; (b) any offense that constitutes a felony under the Criminal Code of 2012 (720 ILCS 5/1-1 et seq.) including, but not limited to, those set forth above; (c) any offense defined and prohibited by the Illinois Controlled Substances Act (720 ILCS 520 et seq.) and/or the Cannabis Control Act (720 ILCS 550, et seq.), other than an offense in violation of either such Acts punishable only by a fine; (d) any offense in violation of federal law, rule, or regulation, other than an offense punishable only by a fine; (e) any offense defined and/or prohibited by Title 5, "Police Regulations", Chapter 2, "General Offenses", and Chapter 3, "Minors", of the Barrington Village Code; and excessive calls for police services as defined and as prohibited in Title 5, "Police Regulations", of Chapter 6, "Rental Housing Tenant Protection Program" of the Barrington Village Code.

(2) Three (3) or more violations on, in, or within the Rental Premises ~~or within one hundred feet (100') of the Rental Premises~~ of the Barrington Village Code or of the Village of Barrington Zoning Ordinance, which violation(s) resulted in the issuance of one or more citation(s) issued by any officer, employee, or agent of the Village against any tenant(s) of the Rental Premises within any three (3) month period.

(3) Engaging in any act intended to facilitate ~~criminal~~ nuisance activity or permitting the Rental Premises to be used for ~~criminal~~ nuisance activity.

(4) Any violation of any ordinance of the Village which constitutes a life safety violation.

(5) Excessive calls for police services on, in, within, or regarding the Rental Premises as defined herein within any three (3) month period.

(6) Failing to abate and/or take substantial and measurable steps to decrease nuisance activity.

(7) This Chapter and all requirements and limitations set forth herein are applicable to and may be enforced against property owner(s), property manager(s), and/or tenant(s) of any rental premises subject hereto.

G. The Village may seek to enforce this Chapter by seeking any and all remedies, including but not limited to the issuance of citation(s) for local ordinance violations to be heard in a court of competent jurisdiction or in the Village's Administrative Adjudication system, the imposition of mandatory minimum fines, and/or injunctive relief through a court of competent

jurisdiction against any property owner(s), property manager(s), and/or tenant(s) in violation of this Chapter. In addition, the Program Coordinator or the Code Official may suspend and/or revoke any Residential Rental Operating License issued pursuant to this Chapter if: (i) the Program Coordinator or the Code Official determines by any inspection he or she performs or from any citation(s) issued by any officer, employee, and/or agent of the Village or from any report prepared by any officer, employee, or agent of the Village making an inspection of the residential rental premises that conditions exist which constitute life safety violations of any applicable ordinance of this Village; or (ii) if the owner(s) or the property manager(s) of the owner(s) has failed to evict one or more tenants from residential rental premises when they have been notified by the Code Official or by the Program Coordinator or another employee of the Barrington Police Department, that such eviction is required by this Chapter; (iii) or if the subject tenant(s), owner(s) or the property manager(s) has or have failed to abate a nuisance activity at the Rental Premises. Any suspension or revocation of a Residential Rental Operating License pursuant to this Chapter by the Program Coordinator or the Code Official may be appealed in writing to the Chief of Police ~~Village Manager~~ within fifteen (15) days after a written decision is issued by the Program Coordinator or the Code Official, which appeal shall be heard and determined at a hearing conducted by the Chief of Police ~~Village Manager~~. Any such decision by the Chief of Police ~~Village Manager~~ shall be appealable to the Corporate Authorities of the Village if such appeal is filed with the Chief of Police ~~Village Manager~~ within fifteen (15) days of the Chief of Police ~~Village Manager~~'s decision in such a case.

H. The Program Coordinator or the Code Official will make his or her determination to enforce this Chapter based upon the nature, severity, and frequency of the nuisance activity involved, ~~and proximity to the property the criminal conduct occurred~~ and consider charges brought as a result of such ~~criminal~~ nuisance activity, life safety violation(s) of Village ordinances found as a result of Village inspection(s), police reports detailing the ~~criminal conduct~~ nuisance activity, witness statements, and other relevant documentation to make a determination by preponderance of the evidence.

I. The Program Coordinator or the Code Official will also consider, prior to enforcement of this Chapter, any mitigating circumstances, including but not limited to, the circumstances surrounding the ~~criminal conduct~~ nuisance activity, the age of the individual at the time of the conduct, the tenant's rental history, and evidence of any rehabilitation and/or abatement efforts.

J. Upon enforcement of this Chapter by the Village, the owner(s) or the property manager of the owner(s) must notify the tenant(s) of the subject rental property prior to the initiation of any eviction proceedings required by this Chapter, and any such owner(s), property manager(s), and/or tenant(s) may request, within fifteen (15) days of receiving notice of any such enforcement action(s) by the Village, a hearing to be conducted by the Chief of Police ~~Village Manager~~ relative to any decision by the Program Coordinator or by the Code Official to enforce this Chapter and may present any additional relevant evidence to the Program Coordinator or to the Code Official and/or to the Chief of Police ~~Village Manager~~ at such a hearing. Any such decision by the Chief of Police ~~Village Manager~~ shall be appealable to the Corporate Authorities of the Village if such appeal is filed with the Chief of Police ~~Village Manager~~ within fifteen (15) days of the Chief of Police ~~Village Manager~~'s decision in such a case. The Village shall not require the eviction of any existing tenant(s) because of a failure by the Owner(s) to secure, renew or reinstate a Residential Rental Operating License due to

violation(s) of this Village Code relative to the subject premises, if the tenant(s) have not caused or contributed in any manner to the noncompliance of the Owner(s).

K. Notwithstanding anything to the contrary in this Chapter, the Village shall not enforce its ~~Crime Free~~ Rental Housing Tenant Protection Program based on:

(1) Contact made to police or other emergency services, if: (a) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (b) the intervention or emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or (c) 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;

(2) An incident or incidents of actual or threatened domestic violence or sexual violence against tenant(s), or any household member(s), guest(s) and/or invitee(s) of tenant(s) occurring in the dwelling unit or on the premises; or

(3) ~~Criminal~~ Nuisance 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 tenant(s), member(s) of household, guest(s), invitee(s) of tenant(s), and against tenant(s), or household member(s), guest(s), invitee(s) of tenant(s), or other party(ies).

(4) Contact made to the fire department for fire or emergency medical treatment services.

L. However, nothing with respect to this Section:

(1) Limits enforcement of Section 15.2 of the Illinois Emergency Telephone System Act, Article 26 of the Criminal Code of 2012, or Article IX (Eviction) of the Code of Civil Procedure;

(2) Prohibits the Village from enacting or enforcing this Chapter or to impose penalties on the basis of the underlying ~~criminal~~ nuisance activity or any Village ordinance violation not covered by Subsection (1), (2) and (3) of Paragraph K of this Section as set forth above to the extent otherwise permitted by existing State or federal law or any applicable Village ordinance; or

(3) Limits or prohibits the eviction of or imposition of penalties against the perpetrator of the domestic violence, sexual violence, or other ~~criminal~~ nuisance activity.

5-6-4: PENALTY: Any person who is found guilty of or liable for a violation of any provision of this Chapter by a court of competent jurisdiction and/or by the Village's Administrative Adjudication hearing officer through the Village's Administrative Adjudication system shall be subject to such penalty(ies) and/or mandatory daily fine(s) as specified from time to time in Section 1-14-1 of this Village Code.