

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 12 (“HOUSING”), CHAPTER 20 (“PUBLIC HEALTH”) AND CHAPTER 22 (“STREETS AND SIDEWALKS”) OF THE OAK PARK VILLAGE CODE

WHEREAS, the Village has adopted the *International Property Maintenance Code, 2009 Edition* (“IPMC”); and

WHEREAS, pursuant to the adoption of the IPMC, it is necessary to amend certain provisions of Chapter 12 (“Housing”), Chapter 20 (“Public Health”) and Chapter 22 (“Streets and Sidewalks”) of the Oak Park Village as set forth in this Ordinance to delete and amend provisions in conflict with the IPMC and to make other necessary changes.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, in the exercise of their home rule powers, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Village Code Amended. Chapter 12 (“Housing”), Article 1 (“Housing Code Regulations”) of the Oak Park Village Code is hereby deleted in its entirety as follows:

ARTICLE 1 **HOUSING CODE REGULATIONS**

12-1-1: DEFINITIONS:

~~The following words or terms, when used in this Housing Code, shall have the meanings, and are hereby defined, as follows:~~

~~**BASEMENT:** A portion of a building located partly underground, but having less than half ($\frac{1}{2}$) its clear floor to ceiling height below the average grade of the adjoining ground.~~

~~**BUILDING:** Any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, chattels or property.~~

~~**CELLAR:** A portion of a building located partly or wholly underground and having half ($\frac{1}{2}$) or more than half ($\frac{1}{2}$) of its clear floor to ceiling height below the average grade of the adjoining ground.~~

~~**DOOR:** A movable barrier of wood or other solid material on hinges or sliding track, for closing or opening a passage or opening into a building, room or enclosure.~~

~~DWELLING: Any building which is wholly or partly used or intended to be used for living, sleeping, cooking and eating by any human occupants.~~

~~DWELLING UNIT: A room or group of rooms used or intended to be used as a unit for living, sleeping, cooking and eating.~~

~~EXTERMINATION: The control and elimination of insects, rodents or other pests by eliminating their harboring places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigation or trapping; or by any other recognized and legal pest elimination approved by the Director of Code Administration.~~

~~GARBAGE: The animal and vegetable waste resulting from the handling, preparation, cooking or consumption of food.~~

~~HABITABLE ROOM: A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closets, laundries, pantries, foyers or communicating corridors, closet storage spaces, stairways and elevator shafts.~~

~~DIRECTOR OF CODE ADMINISTRATION: The person so designated by the Village Manager.~~

~~OCCUPANT: Any person, living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or rooming unit.~~

~~OPERATOR: Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.~~

~~OWNER: Any person or group of persons who shall have legal or equitable title to a building containing one or more dwelling units or rooming units, the agent of said person, or any person having management or control of any such building.~~

~~PERSON: Any individual, firm, corporation, association or partnership.~~

~~PLACARD: To announce by posting a written notice.~~

~~ROOMING HOUSE: A building or part thereof, in which living and sleeping quarters (but not meals or cooking facilities) are provided by prearrangement for compensation on a weekly or longer basis for three (3) or more persons who are not members of the keeper's family.~~

~~ROOMING UNIT: Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.~~

~~RUBBISH: Combustible and noncombustible waste materials, except garbage; and the term shall include the residue from the burning of wood, coal, coke and other combustible material;~~

~~paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.~~

~~STRUCTURE: Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Without limitation on the foregoing, a structure shall include buildings, fences, walls and signs.~~

~~12-1-2: GENERAL:~~

~~12-1-2-1: TITLE:~~

~~These regulations shall be known as the Housing Code of the Village, hereinafter referred to as this Housing Code or this Code.~~

~~12-1-2-2: SCOPE:~~

~~The purpose of this Code is to protect the public health, safety and welfare in all existing residential structures or structures designed for residential purposes and on all related premises as hereinafter provided, by:~~

- ~~A. Establishing minimum maintenance standards for all residential structures or structures designed for residential purposes and the premises on which those structures are located;~~
- ~~B. Fixing the responsibilities of owners, operators and occupants of all residential structures or structures designed for residential purposes and the premises on which those structures are located; and~~
- ~~C. Providing for the administration and enforcement of this Code and establishing penalties for violations.~~

~~12-1-2-3: CONFLICT OF ORDINANCES:~~

~~Whenever a provision of this Housing Code is found to be in conflict with a provision of any other ordinance of the Village existing on the effective date of this Housing Code, the ordinance which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.~~

~~12-1-2-4: SEVERABILITY:~~

~~If any section, subsection, paragraph, sentence, clause or phrase of this Housing Code should be declared invalid, such decision shall not affect the remaining portions of this Housing Code, which shall remain in full force and effect; and to this end the provisions of this Housing Code are hereby declared to be severable.~~

~~12-1-2-5: VALIDITY:~~

~~This Housing Code shall be in full force and effect from and after its passage, approval and publication, according to law.~~

~~12-1-2-6: APPLICATION OF OTHER CODES:~~

~~Any repairs or alterations to a structure, or changes of use therein, which may result directly or indirectly from the enforcement of this Code shall be done in accordance with all other codes, including but not limited to the procedures and provisions of the Oak Park Building, Electrical, Plumbing, Mechanical and Fire Prevention Codes and the Zoning Ordinance of the Village.~~

~~12-1-2-7: PENALTIES:~~

~~Any person who shall violate any provision of this Housing Code shall, upon conviction, be punished by a fine of not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00), and each day's failure to comply with any such provision shall constitute a separate offense.~~

~~12-1-3: ENFORCEMENT:~~

~~12-1-3-1: ENFORCEMENT RESPONSIBILITY:~~

~~It shall be the duty of the Director of Code Administration to enforce the provisions of this Housing Code.~~

~~12-1-3-2: INSPECTIONS:~~

~~For the purpose of enforcing the provisions of this Housing Code, the Director of Code Administration or his duly authorized representative is hereby authorized to make inspections of all buildings, structures and premises located within the Village to determine their compliance with the provisions of this Housing Code. For the purpose of making such inspections, the Director is hereby authorized to examine and survey all buildings, structures and premises within the Village. Such inspections should be made at reasonable hours pursuant to a complaint which, in the opinion of the Director of Code Administration, provides reasonable grounds for belief that a violation exists or pursuant to a regular inspection program.~~

~~12-1-3-3: RIGHT OF ENTRY:~~

~~When inspecting a building, structure or premises, the Director of Code Administration or his duly authorized representative shall furnish to the owner, occupant or operator sufficient identification and information to enable the owner, operator or occupant to determine both the inspector's identity as a representative of the Village and the purpose of the inspection. The Director of Code Administration or the Village Manager may apply to any court of competent~~

jurisdiction for a search warrant or other legal process for the purpose of securing entry to any building, structure or premises if the owner, occupant or operator shall refuse to grant entry.

~~12-1-3-4: ACCESS BY OWNER:~~

~~Every occupant of a dwelling unit or rooming unit shall give the owner, operator or other authorized agent, access to any part of such dwelling unit or rooming unit at reasonable times for the purpose of making such inspections, maintenance, repairs or alterations as are necessary to comply with the provisions of this Code.~~

~~12-1-3-5: SERVICE OF NOTICE:~~

~~Whenever, in the opinion of the Director of Code Administration, any violation of the provisions of this Housing Code is found to exist, he shall, within ten (10) days after the inspection, serve written notice of such alleged violation upon the owner, occupant or operator known by the Director of Code Administration to be responsible therefor, by:~~

~~A. Personal service, or~~

~~B. Mailing a copy thereof to the alleged violator, by regular, registered or certified mail, at his last known address, or~~

~~C. Posting a copy thereof in a conspicuous place in or about the building containing the alleged violation.~~

~~Such notice may include more than one alleged violation and may specify a period of time for compliance, which shall be such time as, in the opinion of the Director of Code Administration, is reasonably required to effect changes necessary for compliance. Such notice may contain an outline of remedial action, which if taken, will effect compliance with the provisions of this Housing Code. The giving of notices is not a prerequisite to an abatement or prosecution.~~

~~12-1-4: RESPONSIBILITY OF PERSONS:~~

~~12-1-4-1: RESPONSIBILITIES OF OWNERS:~~

~~Except as it may be the responsibility of every occupant under Section 12-1-4-2, every owner shall keep the buildings, yards, courts, garages, fences and accessory structures in a safe and sanitary condition, clean and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation, and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations.~~

~~12-1-4-2: RESPONSIBILITIES OF OCCUPANTS:~~

~~Every occupant of a dwelling unit or rooming unit shall keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which he occupies or~~

~~over which he has exclusive possession and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations.~~

~~**12-1-4-3: FURTHER RESPONSIBILITIES OF OCCUPANTS:**~~

~~Every occupant of a dwelling unit or rooming unit shall keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof, and in the safe and proper operation of electrical fixtures and convenience outlets in such dwelling unit.~~

~~**12-1-4-4: GARBAGE, WEEDS AND LITTERING:**~~

~~The responsibility of owners, operators and occupants of buildings for the storage, collection and disposal of garbage and litter and for the proper control of weeds shall be as set forth in Chapter 20, Article 7 of the Code of the Village.~~

~~**12-1-4-5: RESPONSIBILITY FOR SCREENS:**~~

~~Every owner shall provide and install screens for every dwelling unit as required by Section 12-1-8-9 of this Housing Code.~~

~~**12-1-5: UNFIT FOR HABITATION:**~~

~~**12-1-5-1: DECLARATION OF UNFIT:**~~

~~Any dwelling unit, rooming unit or building which a court of competent jurisdiction determines fails to meet any one or more of the following sections of this Code shall be deemed to be unfit for human habitation and shall be so designated and placarded by the Director of Code Administration: Sections 12-1-6 through and including 12-1-13.~~

~~The purpose of this Code is to protect the public health, safety and welfare in all existing residential structures or structures designed for residential purposes and on all related premises as hereinafter provided, by:~~

~~A. Establishing minimum maintenance standards for all residential structures or structures designed for residential purposes and the premises on which those structures are located;~~

~~B. Fixing the responsibilities of owners, operators and occupants of all residential structures or structures designed for residential purposes and the premises on which those structures are located; and~~

~~C. Providing for the administration and enforcement of this Code and establishing penalties for violations.~~

~~12-1-2-3: CONFLICT OF ORDINANCES:~~

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~~If any section, subsection, paragraph, sentence, clause or phrase of this Housing Code should be declared invalid, such decision shall not affect the remaining portions of this Housing Code, which shall remain in full force and effect; and to this end the provisions of this Housing Code are hereby declared to be severable.~~

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~~Any repairs or alterations to a structure, or changes of use therein, which may result directly or indirectly from the enforcement of this Code shall be done in accordance with all other codes, including but not limited to the procedures and provisions of the Oak Park Building, Electrical, Plumbing, Mechanical and Fire Prevention Codes and the Zoning Ordinance of the Village.~~

~~12-1-2-7: PENALTIES:~~

~~Any person who shall violate any provision of this Housing Code shall, upon conviction, be punished by a fine of not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00), and each day's failure to comply with any such provision shall constitute a separate offense.~~

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~~12-1-3-3: RIGHT OF ENTRY:~~

~~When inspecting a building, structure or premises, the Director of Code Administration or his duly authorized representative shall furnish to the owner, occupant or operator sufficient identification and information to enable the owner, operator or occupant to determine both the inspector's identity as a representative of the Village and the purpose of the inspection. The Director of Code Administration or the Village Manager may apply to any court of competent jurisdiction for a search warrant or other legal process for the purpose of securing entry to any building, structure or premises if the owner, occupant or operator shall refuse to grant entry.~~

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~~Every occupant of a dwelling unit or rooming unit shall give the owner, operator or other authorized agent, access to any part of such dwelling unit or rooming unit at reasonable times for the purpose of making such inspections, maintenance, repairs or alterations as are necessary to comply with the provisions of this Code.~~

~~12-1-3-5: SERVICE OF NOTICE:~~

~~Whenever, in the opinion of the Director of Code Administration, any violation of the provisions of this Housing Code is found to exist, he shall, within ten (10) days after the inspection, serve written notice of such alleged violation upon the owner, occupant or operator known by the Director of Code Administration to be responsible therefor, by:~~

~~A. Personal service, or~~

~~B. Mailing a copy thereof to the alleged violator, by regular, registered or certified mail, at his last known address, or~~

~~C. Posting a copy thereof in a conspicuous place in or about the building containing the alleged violation.~~

~~Such notice may include more than one alleged violation and may specify a period of time for compliance, which shall be such time as, in the opinion of the Director of Code Administration, is reasonably required to effect changes necessary for compliance. Such notice may contain an outline of remedial action, which if taken, will effect compliance with the provisions of this Housing Code. The giving of notices is not a prerequisite to an abatement or prosecution.~~

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~~Except as it may be the responsibility of every occupant under Section 12-1-4-2, every owner shall keep the buildings, yards, courts, garages, fences and accessory structures in a safe and sanitary condition, clean and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation, and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations.~~

~~**12-1-4-2: RESPONSIBILITIES OF OCCUPANTS:**~~

~~Every occupant of a dwelling unit or rooming unit shall keep that part of the dwelling, dwelling unit, rooming unit, yards, courts, garages, fences and accessory structures which he occupies or over which he has exclusive possession and right of control in a safe and sanitary condition, clear and free from any accumulation of dirt, filth, junk, rubbish, garbage, stagnant water or similar matter, from vermin or rodent infestation and from materials or conditions of maintenance which tend to encourage or support such infestation or such accumulations.~~

~~**12-1-4-3: FURTHER RESPONSIBILITIES OF OCCUPANTS:**~~

~~Every occupant of a dwelling unit or rooming unit shall keep all plumbing, heating and ventilation fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof, and in the safe and proper operation of electrical fixtures and convenience outlets in such dwelling unit.~~

~~**12-1-4-4: GARBAGE, WEEDS AND LITTERING:**~~

~~The responsibility of owners, operators and occupants of buildings for the storage, collection and disposal of garbage and litter and for the proper control of weeds shall be as set forth in Chapter 20, Article 7 of the Code of the Village.~~

~~**12-1-4-5: RESPONSIBILITY FOR SCREENS:**~~

~~Every owner shall provide and install screens for every dwelling unit as required by Section 12-1-8-9 of this Housing Code.~~

~~12-1-5: UNFIT FOR HABITATION:~~

~~12-1-5-1: DECLARATION OF UNFIT:~~

~~Any dwelling unit, rooming unit or building which a court of competent jurisdiction determines fails to meet any one or more of the following sections of this Code shall be deemed to be unfit for human habitation and shall be so designated and placarded by the Director of Code Administration: Sections 12-1-6 through and including 12-1-13.~~

~~12-1-5-2: EMERGENCY ORDERS:~~

~~Whenever, in the opinion of the Director of Code Administration, there are reasonable grounds to believe that any dwelling unit, rooming unit or building is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety to the occupants, if any, or to persons who might enter therein, or to the public in general, he shall, without awaiting a judicial determination, declare such dwelling unit, rooming unit or building unfit for human habitation and shall so placard the dwelling unit, rooming unit or building. In determining whether a dwelling unit, rooming unit or building is unfit for human habitation under this Section, existence of any one of the following conditions shall be sufficient, of itself to render the building unfit:~~

~~A. The interior or exterior bearing walls or other vertical structural members, list, lean or buckle to such an extent as to weaken the structural support they are intended to provide.~~

~~B. Thirty three percent (33%) or more damage or deterioration of the supporting member or members.~~

~~C. Fifty percent (50%) or more damage or deterioration of the supporting member or members.~~

~~D. Deterioration, or damage by fire, wind or other causes, so as no longer to provide shelter from the elements.~~

~~E. Overloads or improperly distributed loads upon the floors or roofs, or insufficient strength for the use made of such building.~~

~~F. Parts which are so attached that they may fall and injure occupants or other persons on or about the premises.~~

~~12-1-5-3: VACATION OF PREMISES:~~

~~Any dwelling unit, rooming unit or building determined to be unfit for human habitation, and so designated and placarded by the Director of Code Administration, shall be vacated within a reasonable time as ordered by the Director of Code Administration, which time for vacation shall be stated on the placard.~~

~~12-1-5-4: USE OF PREMISES OR EQUIPMENT:~~

~~No person shall occupy a placarded building, dwelling unit or rooming unit, or shall use placarded equipment. No owner or operator shall allow anyone to occupy a placarded premises or use placarded equipment.~~

~~12-1-5-5: REOCCUPATION OF PREMISES:~~

~~After expiration of the vacation date stated on the placard no person shall occupy or permit any person to occupy any dwelling unit, rooming unit or building which has been determined to be unfit for human habitation as provided in this Section 12-1-5 and has been so placarded until written approval of occupancy has been obtained from the Director of Code Administration, and the placard has been removed by the Director of Code Administration, who shall issue his approval and remove such placard whenever in his opinion, the defects or violations on which such determination was based have been remedied, removed or corrected and such dwelling unit, rooming unit or building complies in all respects with the requirements of this Housing Code.~~

~~12-1-5-6: ENTRY FOR REPAIRS:~~

~~After expiration of the vacation date set out in the placard, no person shall enter into, or upon any dwelling unit, rooming unit or building determined as unfit for human habitation and so placarded, unless such entry be with the written approval of the Director of Code Administration, and be exclusively in connection with repair, remodeling, renovation or removal of the unit or building involved.~~

~~12-1-5-7: REMOVAL OR DEFACING OF PLACARD:~~

~~Except as provided in Section 12-1-5-5 of this Article, no person shall remove the placard from any dwelling unit, rooming unit or building which has been determined as unfit for human habitation and placarded as such. No person shall deface a placard.~~

~~12-1-6: SPACE AND OCCUPANCY:~~

~~12-1-6-1: SCOPE:~~

~~No person shall occupy or permit any person to occupy any dwelling, dwelling unit or rooming unit for the purpose of living therein which does not comply with the following minimum requirements:~~

~~12-1-6-2: DWELLING UNITS:~~

~~Every dwelling unit must contain at least two hundred (200) square feet of floor space for the first occupant thereof and one hundred fifty (150) square feet of floor space for each additional occupant thereof, except that under no circumstances shall the maximum occupancy for any~~

~~studio dwelling unit exceed three (3) persons. For purposes of this Article, floor space not to include verandas, porches, terraces, balconies and basements. See Table 602.~~

~~TABLE 602~~

~~Table 602 is provided by way of illustration and is not a limitation upon this Section.~~

~~MAXIMUM NUMBER OF OCCUPANTS[±]~~

| | 0 | 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Less than 200 | X | - | - | - | - | - | - |
| 200 to 349 | - | X | - | - | - | - | - |
| 350 to 500 | - | - | X | - | - | - | - |
| 501 to 650 | - | - | - | X | - | - | - |
| 651 to 800 | - | - | - | - | X | - | - |
| 801 to 950 | - | - | - | - | - | X | - |
| 951 to 1100 | - | - | - | - | - | - | X |

~~**12-1-6-3: SLEEPING ROOMS:**~~

~~Every sleeping room used for single occupancy must contain at least seventy (70) square feet of floor space; if used for multiple occupancy a sleeping room shall contain at least fifty (50) square feet of floor space for each occupant.~~

~~**12-1-6-4: MINIMUM CEILING HEIGHTS:**~~

~~At least one half (¹/₂) of the floor area of every habitable room shall have a ceiling height of at least seven feet (7'); and the floor area of that part of any room where the ceiling height is less than five feet (5') shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.~~

~~**12-1-6-5: BASEMENT OCCUPANCY:**~~

~~No basement space shall be used as a habitable room or dwelling unit unless:~~

- ~~A. The floors and walls are impervious to leakage of underground and surface runoff water and are insulated against dampness;~~

~~B. The required minimum window area is located entirely above the finished elevation of the ground adjoining the building wall in which the windows are located;~~

~~C. The dwelling unit meets the other requirements of this housing code.~~

~~12-1-6-6: CELLAR OCCUPANCY:~~

~~No cellar space shall be used as a habitable room or dwelling unit.~~

~~12-1-6-7: SLEEPING ROOM ARRANGEMENT:~~

~~No dwelling or dwelling unit containing two (2) or more sleeping rooms shall have room arrangements so that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room; nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment.~~

~~12-1-6-8: SLEEPING ROOM DOORS:~~

~~Sleeping rooms in dwelling units containing one or more sleeping rooms must have closable doors that afford privacy.~~

~~12-1-6-9: OCCUPANCY ABOVE GARAGES:~~

~~Where a habitable room, rooming unit or dwelling unit is located above an area used for parking or storage of motor vehicles, a fire stop of one hour fire resistant materials, approved by the Board Of Fire Underwriters Laboratory, shall be provided above such area and below the floor of such room or unit.~~

~~12-1-6-10: DWELLING UNIT ACCESS:~~

~~Every dwelling unit shall be arranged in such a manner that each room is accessible from every other room without the use of hallways, rooms or other areas not exclusively a part of such dwelling unit.~~

~~12-1-7: HEAT AND HEATING FACILITIES:~~

~~12-1-7-1: DUTY TO FURNISH HEAT:~~

~~Every dwelling unit or rooming unit shall have heating facilities which are properly installed, are maintained in safe and good working condition and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments to a temperature of sixty eight degrees Fahrenheit (68°F) at a distance of two to five feet (2-5') above floor level when the outside temperature is minimum ten degrees Fahrenheit (10°F).~~

~~Every owner or operator who owns or operates any dwelling or rooming house in which the heat is furnished from a heating plant used in common for the purpose of heating the various dwelling units or rooming units therein, and such heating plant is under the control or supervision of such owner or operator, shall furnish heat to such dwelling units or rooming units from September 15 of each year to May 15 of the succeeding year.~~

~~12-1-7-2: MINIMUM HEAT REQUIREMENTS:~~

~~A minimum temperature of sixty eight degrees Fahrenheit (68°F) from six thirty o'clock (6:30) A.M. to eleven o'clock (11:00) P.M. and sixty five degrees Fahrenheit (65°F) from eleven o'clock (11:00) P.M. to six thirty o'clock (6:30) A.M. averaged through any dwelling unit or rooming unit shall be maintained without undue restriction of ventilation as to interfere with proper healthful conditions.~~

~~12-1-7-3: MANNER OF DETERMINING TEMPERATURES:~~

~~For the purpose of determining whether the temperature in any dwelling unit or rooming unit heated as required by sections 12-1-7-1 and 12-1-7-2 of this article has been attained, temperature readings shall be made under the supervision of the Director of Code Administration by means of a standard Fahrenheit/centigrade thermometer approved by the Director of Code Administration in not less than two (2) separate rooms in such dwelling unit, or if the dwelling unit consists of only one room and in the case of a rooming house, then in two (2) opposite parts of the room as near the extremes as practicable, such thermometer to be placed at a point not less than two feet (2') nor more than five feet (5') above the floor of any such room or dwelling unit, and at least four feet (4') away from any outside wall.~~

~~12-1-7-4: IMPROPER HEATING EQUIPMENT:~~

~~Gas or electric appliances designed primarily for cooking or water heating purposes and portable heating equipment employing flame and the use of liquid or coal shall not be considered as heating facilities within the meaning of this section 12-1-7.~~

~~12-1-7-5: LOCATION OF HEATING EQUIPMENT:~~

~~Heating plants designed or intended to serve one or more dwelling units shall not be located in a habitable room.~~

~~12-1-8: EQUIPMENT AND FACILITIES:~~

~~12-1-8-1: SCOPE:~~

~~No person shall occupy or permit any person to occupy any dwelling or dwelling unit for the purposes of living, sleeping, cooking or eating therein or rooming unit for the purpose of living and sleeping therein which does not comply with the following minimum requirements.~~

~~12-1-8-2: WATER CLOSET COMPARTMENT:~~

~~Every dwelling unit shall contain a room which affords privacy and which is equipped with a flush water closet and a lavatory basin in good working condition and properly connected to a water and sewer system approved by the Director of Public Health. Such room shall contain a window which may be opened for outside air or mechanical or gravity ventilation in proper operating condition which meets the requirements of the Oak Park building code.~~

~~12-1-8-3: BATHTUB OR SHOWER ROOM:~~

~~Every dwelling unit shall have a room which affords privacy and contains a bathtub or shower in good working condition and properly connected to a water and sewer system approved by the Director of Public Health.~~

~~12-1-8-4: LOCATION OF FIXTURES:~~

~~The water closet, lavatory and bath or shower required herein may be located in one room provided that such room is separate from all habitable rooms in the dwelling unit.~~

~~12-1-8-5: KITCHEN SINK:~~

~~Each dwelling unit shall contain a kitchen sink.~~

~~12-1-8-6: PLUMBING CONNECTIONS:~~

~~Every kitchen sink, lavatory, bathtub, shower and water closet required by this housing code shall be maintained in good operating condition and shall be properly connected to a water and sewer system approved by the Plumbing Inspector of the Village.~~

~~12-1-8-7: WATER TEMPERATURE:~~

~~Every kitchen sink, lavatory, bathtub or shower required by this housing code, shall be connected and supplied with an adequate amount of hot and cold running water in accordance with the ordinances of the Village. The hot water shall be supplied at a minimum temperature of one hundred twenty degrees Fahrenheit (120°F).~~

~~12-1-8-8: WATER CONSERVATION:~~

~~Replacement plumbing fixtures shall be of water saving construction and use as may be required by local ordinance.~~

~~12-1-8-9: INSECT SCREENS:~~

~~During that portion of each year when the Director of Code Administration deems it necessary, the required windows and doors and other openings to external air of every dwelling unit shall~~

~~be equipped with adequate screens and appliances so attached and arranged as to prevent the ingress of flies and mosquitos to the interior of such dwelling unit. Every swinging screen door shall be equipped with a self closing device in good working condition.~~

~~12-1-8-10: ELECTRIC OUTLETS:~~

~~Every habitable room shall contain at least two (2) separate floor and wall type duplex electric convenience outlets, or one such duplex convenience outlet and one supplied electric light fixture, and every water closet compartment, bathroom or hall, furnace room, laundry room and rooms or areas containing electric meters or electrical panels shall contain at least one wall or ceiling type electric light fixture. Every electric outlet and fixture shall be properly installed and maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner. Every kitchen shall have an additional grounded duplex electric convenience outlet in addition to the requirements for a habitable room and this extra outlet shall be a minimum of six feet (6') from any other required outlet. All electric convenience outlets in laundry and boiler rooms shall be grounded.~~

~~12-1-8-11: STAIRWAY LIGHTING:~~

~~Every public hall, stairway and passageway in a dwelling containing four (4) or more dwelling or rooming units shall be adequately lighted at all times. Every public hall, stairway and passageway in structures devoted solely to dwelling occupancy and containing less than four (4) dwelling or rooming units shall be supplied with conveniently located light switches, controlling an adequate lighting system which may be turned on as needed.~~

~~12-1-8-12: GARBAGE DISPOSAL FACILITIES:~~

~~Every dwelling unit shall be supplied with adequate rubbish and garbage disposal facilities or storage containers with tightfitting lids or covers adequate to prevent access to such garbage and rubbish by insects, rodents or other pests.~~

~~12-1-8-13: STORAGE FACILITIES:~~

~~Storage facilities, if provided, shall be maintained in a safe and sanitary condition, shall be secure and shall be furnished with illumination.~~

~~12-1-8-14: CARBON MONOXIDE DETECTORS:~~

~~There is hereby adopted by the Village of Oak Park the "carbon monoxide alarm detector act" enacted by the state of Illinois as public act 94-0741 effective January 1, 2007, and codified as 430 Illinois Compiled Statutes 135/1 through 20 (2008), not less than three (3) copies of which are on file in the office of the Clerk of the Village of Oak Park, and the same is hereby adopted and incorporated as fully as if set out in its entirety herein. The provisions thereof shall be controlling on buildings and structures within the limits of the Village.~~

~~12-1-9: LIGHT AND VENTILATION:~~

~~12-1-9-1: SCOPE:~~

~~No person shall occupy or permit any person to occupy, any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein, or rooming unit for the purpose of living or sleeping therein, which does not comply with the following minimum requirements.~~

~~12-1-9-2: NATURAL LIGHT:~~

~~Every habitable room, except a kitchen having a floor area not exceeding eighty (80) square feet or kitchens provided with artificial light in accordance with the provisions of the Oak Park building code, shall have at least one window facing directly outdoors. The minimum total window area, computed on the basis of clear glass surface, for every habitable room shall be eight percent (8%) of the floor area of such room. Whenever a window of any such room faces or abuts on any structure located less than three feet (3') from the window and extending to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as part of the required minimum total window area.~~

~~12-1-9-3: VENTILATION OF HABITABLE ROOMS:~~

~~Every habitable room shall have one or more of the following ventilation systems:~~

~~A. At least one window which can be easily opened, with the total of all such openable window area in such room at least forty five percent (45%) of the minimum window area size required by section 12-1-9-2 of this article;~~

~~B. A ventilator or similar device, leading directly to outside air, with effective opening area equivalent to openable window area required under subsection 12-1-9-3A of this section; and~~

~~C. A forced air ventilation system, properly installed, maintained in safe and good working condition, supplying outside air to such room, which meets the requirements of the Oak Park building code. A forced air ventilation system may not substitute for natural ventilation in sleeping rooms.~~

~~12-1-10: EXTERIOR MAINTENANCE:~~

~~12-1-10-1: SCOPE:~~

~~No person shall occupy or permit any person to occupy, any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein or rooming unit for the purpose of living or sleeping therein, which does not comply with the following minimum requirements.~~

~~12-1-10-2: STRUCTURAL MEMBERS:~~

~~All supporting structural members of all structures shall be kept structurally sound, free of deterioration and maintained capable of bearing the applicable dead and live loads as set forth in the Oak Park building code, whether or not the building is occupied.~~

~~12-1-10-3: FOUNDATION WALLS:~~

~~All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to the public safety and welfare, whether or not the building is occupied.~~

~~12-1-10-4: EXTERIOR AND INTERIOR SURFACES:~~

~~Every foundation, floor, wall, ceiling and roof shall be reasonably weathertight, watertight and rodentproof; shall be capable of affording privacy; and shall be well maintained and kept in good condition and repair. The roof shall be structurally sound, tight and free of defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building.~~

~~12-1-10-5: EXTERIOR AND INTERIOR DOORS AND WINDOWS:~~

~~Each window, exterior door and basement hatchway shall be reasonably weathertight, watertight and rodentproof; and shall be kept in good repair. Every operable window, basement hatchway, exterior door and dwelling unit entrance door shall be equipped with a locking device reasonably capable of preventing unauthorized entry into a building or dwelling unit, which locking device shall be maintained in good condition and repair, except that exterior doors, which lead into a porch, alcove, foyer, hallway or similar space from which entry to the remainder of the building is through a door equipped with an operable and reasonably effective locking device, need not be equipped with a locking device.~~

~~All doors providing a means of egress from a dwelling unit and from a building shall be operable from the interior without the use of a key, special tools or special knowledge.~~

~~12-1-10-6: EXTERIOR WALLS:~~

~~Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness in the interior portions of the walls or to the interior portion of the building. All exterior surface material including wood, composition or metal siding shall be maintained weatherproof and shall be properly surface coated to prevent deterioration, whether or not the building is occupied.~~

~~12-1-10-7: BALCONIES AND DECORATIVE TRIM:~~

~~All balconies and decorative trim including, but not limited to, cornices, entablatures, belt~~

~~courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in safe condition.~~

~~12-1-10-8: GLAZING:~~

~~Every window sash shall be fully supplied with approved glazing materials which are without open cracks or holes.~~

~~12-1-10-9: OPERABLE WINDOWS:~~

~~Every window which must be operable as required by this code shall be capable of being easily opened and of being held in an open position by window hardware.~~

~~12-1-10-10: DOOR HARDWARE:~~

~~Every exterior door, door hinge and door latch shall be maintained in good condition. Door locks in dwelling units shall be in good repair, capable of tightly securing the door.~~

~~12-1-10-11: GUTTERS AND DOWNSPOUTS:~~

~~Gutters and downspouts shall be installed and maintained as specified in the Oak Park building and/or plumbing codes.~~

~~12-1-10-12: HANDRAILS:~~

~~Every flight of stairs, which is more than three (3) risers high, shall have handrails which shall be located as required by the Oak Park building code, and every open portion of a stair, porch, landing and balcony which is more than thirty inches (30") above the floor or grade below shall have guardrails. Every handrail and guardrail shall be firmly fastened and capable of bearing normally imposed loads and shall be maintained in good condition.~~

~~12-1-10-13: STAIRS AND PORCHES:~~

~~All exterior stairs and railings and other exit facilities of every structure shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every outside stair shall be so constructed and maintained as to be safe to use and capable of supporting the anticipated loads.~~

~~12-1-10-14: GARAGE DOORS:~~

~~Garages shall be kept in good repair and shall be equipped with doors that shall adequately screen the interior and that shall be animal and rodent proof.~~

~~12-1-11: INTERIOR MAINTENANCE:~~

~~12-1-11-1: SCOPE:~~

~~No person shall occupy or permit any person to occupy, any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein, or rooming unit for the purpose of living or sleeping therein, which does not comply with the following minimum requirements.~~

~~12-1-11-2: STRUCTURAL MEMBERS:~~

~~The supporting structural members of every building including stairways and porches, shall be maintained structurally sound and free of deterioration and maintained capable of carrying the applicable loads as set forth in the Oak Park Building Code.~~

~~12-1-11-3: PLUMBING FIXTURES:~~

~~Every plumbing fixture and water and waste pipe shall be maintained in good sanitary working condition, free from defects, leaks and obstruction.~~

~~12-1-11-4: BATHROOM AND KITCHEN FLOORS:~~

~~Every water closet compartment floor surface, bathroom floor and shower wall surface and kitchen floor surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such wall and floor surfaces to be easily kept in a clean and sanitary condition.~~

~~12-1-11-5: SUPPLIED FACILITIES:~~

~~Every supplied facility, piece of equipment or utility which is required under this Housing Code shall be maintained in satisfactory working condition so that it will function safely and effectively.~~

~~12-1-11-6: SERVICE DISCONNECTIONS:~~

~~No owner, occupant or operator shall cause any service facility, equipment or utility which is required under this Housing Code, to be removed from or shut off from or discontinued from any occupied dwelling let or occupied by him, except such temporary interruption as may be necessary while actual repairs or alterations are in process, when discontinuance of service is approved by the Director of Code Administration, and except during temporary emergencies.~~

~~12-1-11-7: ELECTRICAL SYSTEM OVERCURRENT PROTECTION:~~

~~All circuits shall have proper over-current protection either in the form of circuit breakers or~~

~~nontampering type "S" fuse adaptors installed in the fuse box. The circuit breakers or fuse adaptors shall be properly sized for the gauge of wire in said circuits.~~

~~12-1-11-8: EXTENSION CORDS:~~

~~Extension cords and/or other forms of temporary wiring shall not be used in lieu of permanent wiring. Extension cords shall not be used for other than short term temporary use and shall not be run under rugs, carpets, doors or through walls.~~

~~12-1-11-9: FIREPLACES:~~

~~Fireplaces and other devices intended for use similar to a fireplace, shall be stable and structurally safe, installed in a safe manner in accordance with the applicable provisions of the Oak Park Building and Mechanical Codes.~~

~~12-1-11-10: INSECT AND RODENT INFESTATION:~~

~~Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the one infested. Notwithstanding the foregoing provisions of this Section, whenever infestation is caused by failure of the owner to maintain a dwelling in rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two (2) or more of the dwelling units in any dwelling, or in the shared or public parts of any building containing two (2) or more dwelling units, extermination thereof shall be the responsibility of the owner, and the Village may require that the entire building be exterminated at the same time.~~

~~12-1-12: INGRESS AND EGRESS:~~

~~12-1-12-1: SCOPE:~~

~~No person shall occupy or permit any person to occupy any dwelling or dwelling unit for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following minimum requirements.~~

~~12-1-12-2: TWO MEANS OF EGRESS:~~

~~Except as provided in Section 12-1-12-6, every dwelling unit shall be served by at least two (2) unobstructed means of ingress and egress which (a) do not pass through any other dwelling unit or through any rooming unit, and (b) lead, directly or through safe entrance and exit connections, to safe and open spaces at ground level. For the purpose of this Section the term~~

~~entrance and exit connection shall include aisles, corridors, stairways and other similar passageways between the dwelling unit and the exterior of the building at ground level.~~

~~12-1-12-3: SEPARATION OF EXIT ROUTES:~~

~~A dwelling unit will be deemed to be served by said two (2) means of ingress and egress although such means of ingress and egress follow a common route in a horizontal plane provided, however, that said means of ingress and egress, including entrance and exit connections, shall not contain a common area or follow a common route in whole or in part in the vertical descent.~~

~~12-1-12-4: FIRE ESCAPES:~~

~~All fire escapes shall be maintained in working condition and be structurally sound.~~

~~12-1-12-5: EXIT ROUTES:~~

~~Exits from dwelling units or rooming units shall not lead through other such units, or through water closet compartments or bathrooms.~~

~~12-1-12-6: SPECIAL EXITING SITUATIONS:~~

~~Every building erected subsequent to December 1, 1958, shall not have less than the minimum number of exits prescribed by the Oak Park Building Code in effect at the time said building was erected.~~

~~12-1-12-7: EXIT SIGNS:~~

~~All exit signs shall be maintained, illuminated and visible.~~

~~12-1-12-8: DWELLING UNIT SECURITY:~~

~~No dwelling unit shall be accessible from any hallway, room or other area not exclusively a part of such dwelling unit except through a doorway equipped with a door and a lock.~~

~~12-1-13: FIRE SAFETY REQUIREMENTS:~~

~~12-1-13-1: SCOPE:~~

~~Every owner or operator shall provide and maintain such fire safety facilities and equipment in compliance with their requirements and all other applicable ordinances and codes of the Village. No person shall occupy or permit any person to occupy any premises which do not comply with the following requirements.~~

~~**12-1-13-2: FIRE PROTECTION SYSTEMS AND EQUIPMENT:**~~

~~All fire protection systems and equipment shall be maintained in proper operating condition at all times. Fire alarms and detecting systems shall be suitable for their respective purposes.~~

~~**12-1-13-3: FIRE SUPPRESSION SYSTEMS:**~~

~~Fire suppression systems shall be maintained in good condition, free from mechanical injury. Sprinkler heads shall be maintained clean, free of corrosion and paint and not bent or damaged.~~

~~**12-1-13-4: STANDPIPE SYSTEMS:**~~

~~Hose stations shall be identified and accessible. The hose shall be in proper position, ready for operation, dry and free of deterioration.~~

~~**12-1-13-5: FIRE EXTINGUISHERS:**~~

~~All portable fire extinguishers shall be visible and accessible and maintained in an efficient and safe operating condition.~~

~~Footnote 1: Subject to further limitations as set forth in Section 12-1-6-3 and any other applicable provision of this Housing Code.~~

Section 3. Village Code Amended. The remaining articles of Chapter 12 (“Housing”) of the Oak Park Village Code are renumbered sequentially pursuant to the deletion of Article 1 (“Housing Code Regulations”) of the Chapter 12 of the Village Code (“Housing Code Regulations”) as set forth in Section 2 above.

Section 4. Village Code Amended. Chapter 12 (“Housing”), Article 1 (“Rooming Houses, Hotels and Motels”), Division A (“Rooming Houses”) of the Oak Park Village Code is hereby amended to read as follows:

12-1-1: BUILDINGS TO CONFORM TO OTHER ORDINANCES:

No house or building constructed, modified, altered or erected in the Village shall be used as a rooming house, and no house or building heretofore erected and not now used for such purpose, or any building, house or portion thereof which is now used or intended to be used or occupied for rooming house purposes shall be converted into, used as or leased for a rooming house unless such building and every part thereof shall conform to the requirements of this Article and to such other requirements of the Building, Zoning and Health Chapters of the Village Code as may apply.

12-1-2: LICENSE - REQUIRED; ISSUANCE:

It shall be unlawful for any person to conduct, keep, manage or operate or cause to be conducted, kept, managed or operated a rooming house without a license therefor. Such license shall be issued only to persons of good moral character and shall not be transferable. All such licenses shall be renewed annually, subject to the same conditions as the original license. Such license shall be issued by the Village ~~Clerk~~ Manager or the Manager's designee upon payment of the fee as provided in Chapter 8 of this Code. Such fee shall accompany the application.

12-1-3: LICENSE - APPLICATION:

A written application for a license required by this Article upon blank forms furnished by the Village ~~Clerk~~ Manager or the Manager's designee shall be filed with the ~~Clerk~~ Village Manager or the Manager's designee each year and shall accurately state the full name and address of the applicant and person in whose name such license is to be issued, the full name and address of the owner of the building and premises where the activity of a rooming house is proposed to be carried on, the number of rooms in the building and which rooms in the building are to be occupied as sleeping rooms, and the number of persons proposed to be accommodated or allowed in each room. Yearly application for a license shall be made on or before January 1.

12-1-4: LICENSE - APPLICATION REQUIRES FLOOR PLANS:

The applicant for a license required by this Article shall file with the application, a plan of each floor of the building, which plan shall be drawn to a scale of not less than one-quarter inch ($\frac{1}{4}$ ") to a foot (1') showing all fire escapes, stairs, halls, location and size of all windows, the location and size of habitable rooms and the exits of each floor, and a statement in writing, showing the number of persons proposed to be accommodated or allowed on each floor. The intended use of every room in the building must be written in, on the plans submitted.

12-1-5: LICENSE - APPLICATION - DEPARTMENTAL APPROVAL:

Upon receipt of the application and plans referred to in this Article, ~~it shall be the duty of the Village Clerk to submit~~ such application and plans shall be submitted to the Director of the Customer Services Department, to the Chief of the Fire Department and to the Director of Public Health, who shall jointly arrange for the proper inspection, and no such license shall be issued by the Clerk until written approval has been received from each of the officials named.

A. Building Department. The Director of the Customer Services Department shall determine that all the requirements of Chapter 7 of this Code are complied with and that the premises are safe and habitable and are provided with adequate facilities for heat, light and ventilation.

B. Fire Department. The Chief of the Fire Department shall determine that all fire hazards have been eliminated from such premises; that the premises have proper and sufficient fire-extinguishing equipment; that the premises comply with all regulations and recommendations of the Bureau of Fire Prevention, and that the occupants of the building have adequate fire protection.

C. Health Department. The Director of Public Health shall determine that all regulations and orders of the State Department of Health, the Department of Health of the Village and the provisions of this Article pertaining to the sanitation of such rooming house premises and every part thereof and to the preservation of the health of the occupants thereof have been complied with.

It shall be the duty of the Director of Public Health to have printed such portions of this Article as may be deemed requisite, and cause the same to be displayed in each room of any such rooming house, and have made such inspections as are necessary from time to time assuring the proper healthful occupancy of such establishment.

12-1-6: APPLICATION OF ZONING REGULATIONS:

No rooming house shall provide for more than the number of persons permitted by the Zoning Ordinance of the Village.

12-1-7: INSPECTIONS:

At least once a year after a license required by this Article has been issued as herein provided or more often if deemed necessary and before the renewal of any such license to conduct, keep or operate any such rooming house, it shall be the duty of the Director of the Customer Services Department, Chief of the Fire Department and the Director of Public Health to jointly authorize the inspection of the premises and determine that the provisions of this Code and the terms and conditions of this Article are being complied with.

12-1-8: REGISTER REQUIRED:

The landlord, proprietor, keeper, manager or clerk of every ~~such~~ rooming house as defined in Section 12-1-12 of this Code shall keep in the office, or other place therein, a register in which shall be entered the name and permanent residence of every person who becomes a lodger, boarder or guest therein. Such register shall also show the number or location of the room or bed occupied by such person, the date of his arrival, and the period for which he engaged board or lodging. The register shall be accessible, without charge, to any police officer or duly authorized agent of the Department of Health, Fire Department or Director of the Customer Services Department of the Village.

~~12-1-9: BASEMENT AND THIRD FLOOR OCCUPANCY PROHIBITED:~~

~~No license required by this Article shall be issued to any person proposing to use a basement or any part thereof as habitable rooms for rooming house purposes. Third floor occupancy of any frame dwelling shall not be permitted without the written approval of the Director of Code Enforcement, Chief of the Fire Department and the Director of Public Health~~

~~12-1-10~~ 12-1-9: REQUIRED EXITS:

Each and every rooming house in the Village housing persons on the third floor shall be provided with at least two (2) inside stairways leading from the ground to each floor providing habitable rooms, and further, that each and every rooming house where less than three (3) stories are occupied shall be provided with two (2) inside stairways in all cases when occupied by more than five (5) persons on the second floor (including members of the family) or in all cases where the total number of persons housed in the building exceeds eight (8) (including members of the family).

~~12-1-11: REQUIRED TOILET FACILITIES:~~

~~In every rooming house, water closets, lavatory and bathing facilities shall be provided on each floor; water closets shall be provided in the ratio of at least one water closet to every eight (8) occupants or fraction thereof.~~

~~12-1-12: REQUIRED AIR SPACE~~

~~No room in any rooming house shall be occupied as a sleeping room by any human being unless there are at least six hundred (600) cubic feet of air space, exclusive of wardrobe and closet space, for each and every person occupying any such room.~~

~~12-1-13~~ 12-1-10: FOOD PREPARATION AND LIGHT HOUSEKEEPING PROHIBITED:

No person who shall keep, conduct, operate or maintain a rooming house shall permit the cooking or preparation of food or meals or the storage of food, or light housekeeping, by any person occupying said rooms.

~~12-1-14~~ 12-1-11: USE OF ACCESSORY BUILDINGS PROHIBITED:

No accessory building shall be used for rooming house purposes.

~~12-1-15~~ 12-1-12: INTERPRETATION OF ARTICLE:

For purposes of this Article, a rooming house is defined as a building or part thereof, in which living and sleeping quarters (but not meals or cooking facilities) are provided by prearrangement for compensation on a weekly or longer basis for three (3) or more persons

who are not members of the keeper's family. In their interpretation and application, the provisions of this Article shall be held to be the minimum requirements with respect to rooming houses ~~as defined in Section 12-1-1~~, adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where this Article imposes a greater restriction upon the use of buildings or premises for rooming house purposes than are imposed or required by the provisions of any other ordinance or this Code, the provisions of this Article shall control.

Section 5. Village Code Amended. Chapter 12 (“Housing”), Article 1 (“Rooming Houses, Hotels and Motels”), Division B (“Hotels and Motels”) of the Oak Park Village Code is hereby amended to delete the overstricken language and add the underlined language to read as follows:

12-1-13: REQUIRED EXITS:

All premises used as a hotel or motel shall be furnished with the number of exits and fire escapes required by the building ordinances of Oak Park for the construction of a new hotel or motel.

12-1-14: GENERAL REGULATIONS:

~~A. Toilets and lavatories shall be available to all guests using any hotel or motel; there shall be at least one bathroom equipped with toilet, shower or tub and lavatory facilities for each eight (8) guests on the premises.~~

AB. It shall be unlawful to knowingly permit any fugitive from justice to stay in a hotel or motel. Each hotel or motel proprietor shall keep a register of guests as required by State law; such registration or list shall be available for inspection by any members of the Police Department at any time.

BC. At least two (2) towels per person shall be placed in each occupied room, each day.

CD. Bedding shall be provided for each day a guest remains in a hotel or motel, and shall be changed daily.

~~12-1-16: CONDITIONS OF PREMISES:~~

~~All premises used for hotel or motel purposes shall be kept in a clean and sanitary condition, and all portions of such premises that are open for use by all guests or by the public, shall be kept lighted at all times they are so open for use. All such premises shall be kept heated between October 1 and May 1 to a temperature of not less than seventy degrees (70°) Fahrenheit between the hours of six thirty o'clock (6:30) A.M. and eleven o'clock (11:00) P.M. and to a temperature of not less than sixty five degrees (65°) Fahrenheit at all other hours.~~

Section 6. Village Code Amended. Chapter 12 (“Housing”), Article 2 (“Residential Rental License”) of the Oak Park Village Code is hereby amended to delete the overstricken language and add the underlined language to read as follows:

12-2-1: LICENSE REQUIRED:

A. No person, corporation, partnership, business entity, or agent shall operate or engage in the business of renting any dwelling unit to the public, operate a rental dwelling unit, rooming house or rooming unit, or otherwise allow any such property to be non-owner occupied, unless a valid residential rental license has been issued by the Village 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.

B. The license requirement pursuant to this section shall not be applicable to group homes governed by the specialized living centers act, ~~405 Illinois Compiled Statutes~~ ILCS 25/1 et seq., as amended, for the developmentally disabled, or to other similar uses governed by federal or state laws, rules or regulations.

C. Licenses shall be issued by the Village ~~Clerk in consultation with the Village Manager~~ or the Manager’s designee for a period of one year from the date of issuance, unless sooner revoked, and may be renewed for successive periods of not to exceed one year. No license issued pursuant to this article shall be transferable to another person, corporation, partnership, business entity, or agent. No such license shall be required for condominium associations governed by article 3 of this chapter. Licensee fees shall be as set forth in section 12-2-5 of this article.

D. Buildings containing three (3) rental dwelling units or fewer shall only be subject to the license and crime free housing requirements set forth in this section and section 12-2-12 of this article and shall not be subject to the inspection and records requirements and mandatory lease provisions set forth in sections 12-2-6, 12-2-7, 12-2-9, 12-2-10 and 12-2-11 of this article except as otherwise provided. Buildings containing four (4) or more rental dwelling units (multiple-family dwelling) shall be subject to the inspection and records requirements and mandatory lease provisions set forth in sections 12-2-6, 12-2-7, 12-2-9, 12-2-10 and 12-2-11 of this article.

E. A license shall be required for buildings containing three (3) or fewer rental dwelling units beginning January 1, 2015.

12-2-2: LICENSE APPLICATION:

No such license shall be issued except upon written application filed with the Village ~~Clerk~~ Manager or the Manager’s designee. Such application shall be received not less than thirty (30) days prior to the initial date of issuance as determined by the Village ~~Clerk~~ Manager or the

Manager's designee, or not less than thirty (30) days prior to the expiration date of a currently valid license. The application shall set forth, but not be limited to, the following information:

- A. Name and address of legal owner.
- B. If licensee designates an agent, then the application shall set forth the name, address and telephone number of that agent and the authority of the agent to rent, manage and make expenditures.
- C. Name, address and telephone number and extent of the authority of the janitor and any other persons in addition to the owner or manager in a position of authority with regard to the subject property.
- D. The designation of the agent authorized by the owner to accept notices and process.
- E. It is the policy of the Board of Trustees to prevent discrimination against any person on the basis of race in the rental of multiple-family dwellings in the Village. In order to prevent owners or their agents from renting multiple-family dwellings on the basis of the race of the lessee, it is essential for the Village to maintain statistical records of the rental practices of owners in this regard. Therefore the license application shall set forth the race of the occupants of the building.

The license application shall include the following: occupancy data for each dwelling unit in the subject building, including the present number of occupants in each dwelling unit, the race of the present occupants, the date of any change in the occupancy of any dwelling unit during the previous license year including the number of previous occupants and the race of each previous occupant thereof, and the termination date of all leases. Records of occupancy data, including the number of occupants and the termination data of all leases so submitted shall be only available for inspection by the Director of Community Relations Department, the Housing Programs Manager, the Village Clerk, the Village Manager, Board of Trustees of the Village, and the Community Relations Commission.

12-2-3: REQUIRED REPORTS:

The licensee shall report to the Village ~~Clerk~~ Manager or the Manager's designee any change in the designation of the managing agent within seven (7) days of said change. Any conveyance in the legal or equitable interest in the building shall be reported to the Village Clerk within seven (7) days after execution of a contract to convey and at least fifteen (15) days prior to said conveyance to allow ample time for the required presale inspection.

12-2-4: LICENSE ISSUANCE:

No license shall be issued without the approval of the appropriate Village officials. The license may be withheld for failure to comply with applicable statutes and ordinances, including, but not limited to, this chapter, and chapters 13 and 20 of this code.

12-2-5: LICENSE FEES:

An annual license fee shall be payable on or before a due date established by the office of the Village ~~Clerk~~ Manager or the Manager's designee. License fees shall be set forth as follows:

- A. If a license is not purchased by the due date, said fee shall be increased by ten percent (10%); and further, the base fee shall be increased by an additional twenty percent (20%) on the fifteenth day of each subsequent month for which the fee remains unpaid.
- B. If the ownership of a building changes during a licensing period, the license fee for the new owner shall be determined on a prorated basis.
- C. The annual license fee for a rental building shall be twenty dollars (\$20.00) per dwelling unit for rental buildings containing four (4) or more dwelling units.
- D. The annual license fee for a rental building shall be ten dollars (\$10.00) per dwelling unit for buildings containing three (3) or fewer dwelling units.
- E. The services and inspection fee for condominiums shall be ten dollars (\$10.00) for each condominium unit within the building.

12-2-6: INSPECTION OF BUILDINGS; VIOLATIONS; SUSPENSION AND REVOCATION OF LICENSE:

A. Required annual and biennial inspections shall be conducted in accordance with the following provisions:

1. The ~~Building and Property Maintenance~~ Development Customer Services Department and/or the Fire Department shall make an annual inspection of all theaters, churches, schools, public assembly units, and open air assembly units; and also all buildings two (2) stories or more in height containing at least four (4) lodging or rooming units.

2. The ~~Building and Property Maintenance~~ Development Customer Services Department shall also make biennial inspections of all common areas and a minimum of one dwelling unit in all mixed use commercial/residential buildings which are two (2) or more stories in height and containing one to three (3) residential units and commercial space in which the occupants engage in food preparation, food sales, pets and pet supply sales or hazardous activities requiring (annual, quarterly, monthly) inspections by

the Fire Department in accordance with section F-102.2 of the 1984 BOCA fire prevention code. Such hazardous activities include, but are not limited to, activities which involve the use of hazardous and/or flammable materials and chemicals, the storage of combustible materials and the use of potentially hazardous or dangerous equipment and/or machinery. The annual inspection fee for the inspection of common areas and residential units in mixed use commercial/residential buildings shall be six dollars (\$6.00) for each dwelling unit contained therein. It shall be the duty of every owner, agent, lessee or occupant of any such building and of the person in charge or control of the same to permit the making of such biennial inspection by a duly authorized inspector at any time upon demand being duly made.

3. The ~~Building and Property Maintenance~~ Development Customer Services Department shall make biennial inspections of all common areas and the interior of a minimum of one-third ($\frac{1}{3}$) of the dwelling units in multiple-family dwellings which contain four (4) or more dwelling units.

4. In condominiums, all common facilities and one-third ($\frac{1}{3}$) of the dwelling units which are occupied by someone other than the owner of the unit shall be inspected on a biennial basis.

~~B. No building containing four (4) or more dwelling units shall be sold unless the seller furnishes the buyer with a report of presale inspection no more than one hundred twenty (120) days prior to the closing and no later than the day of the closing on the sale of the property. Said report of presale inspection shall be based on an inspection of all dwelling units by the Department of Code Enforcement of the Village and shall be issued by same. The report shall state that the building complies with all applicable building and zoning regulations of the Village, or, in the alternative, list the building and zoning violations. The request for a presale inspection must be made at least two (2) weeks prior to the scheduled date of the closing. An inspection made pursuant to this section satisfies the annual inspection requirement of subsection 12-3-6A of this section. A sale for purposes of this section includes contract sales, exchanges, conversions to condominiums and transfers of possession or control of the building. A person participating in such a sale in violation of this section, either as a seller or by receipt of a sales commission in connection therewith, shall be deemed in violation and be subject to the penalties as provided in this code. Any contract executed in violation of this section shall be voidable by the buyer. Nothing herein shall relieve the buyer of complying with subsection 12-3-6A of this section.~~

€ B. Whenever, upon inspection of the licensed multiple-family dwelling or of the records required to be kept by section 12-2-7 of this article, it is determined by the appropriate officials of the Village that conditions or practices exist which are in violation of the provisions of this or any applicable ordinance of the Village, the official making the determination shall serve the owner or agent 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 operating

license may be suspended. Notice pursuant to this section shall be sent by mail to the party designated in the application to receive notices and process.

~~D~~ C. At the end of the time allowed for correction of any violation cited, the building shall be reinspected by the appropriate Village officials. If it is determined that the conditions have not been corrected or they are not in the process of being corrected, the Village may issue an order suspending the operating license. Tenant caused violations will not be considered grounds for suspension of license as long as licensee cooperates in gaining compliance.

~~E.~~ Any person whose license to operate a multiple family dwelling has been suspended shall be given the opportunity to be heard by the Village in connection with the violations. However, if no written request for hearing reaches the Village Clerk within twenty one (21) days following the issuance of the order of suspension, the license shall be revoked. The Village, as a result of such hearing, may grant additional time or may revoke the license. Prior to revocation any person whose license has been suspended may request a reinspection upon a showing that the violation or violations cited in the notice have been corrected.

~~F~~ D. If, upon reinspection, it is determined by the appropriate Village officials that the violations cited in the notice have been corrected, the license shall be reinstated by the Village. A request for reinspection shall not exceed the twenty one (21) day suspension period unless the official responsible for sending the violation notice so requests.

~~G~~ E. If the licensee is convicted by a court of a violation of any applicable ordinance of the Village in connection with the licensed building, then the license shall be subject to revocation without further notice.

~~H~~ E. In the event a condition of extreme hazard to health or safety is found to exist, the Village may immediately revoke the license.

~~I~~ G. Each day a building continues to operate after a license has been revoked shall constitute a separate violation of this code subject to fine, as provided in section 1-1-5 of this code.

~~J~~ H. Any licensee violating any of the provisions of this chapter shall be subject to a fine as provided in section 1-1-5 of this code.

12-2-7: RECORDS:

Every owner or agent of a licensed multiple-family dwelling shall cause to be kept records itemizing all repairs, alterations or decorating expenses in excess of fifty dollars (\$50.00) per expenditure for a period of five (5) years after such expenditure. Upon request, such records shall be made available during normal business hours upon request of the Village Manager or the Manager's authorized representatives.

12-2-8: TENANT RESPONSIBILITY:

No tenant shall commit vandalism in the building in which the tenant's dwelling unit is located and no tenant shall permit vandalism to occur or shall violate any of the provisions of this code in the dwelling unit leased by the tenant.

12-2-9: INSPECTION FEES:

When a licensed multiple-family dwelling is inspected prior to sale as required by this code, the owner of the building so inspected shall be charged a fee equal to the annual license fee plus one dollar (\$1.00) additional for each dwelling unit contained in the building.

12-2-10: VIOLATION CORRECTION BY VILLAGE:

In the event a violation which presents a condition of extreme hazard to health and safety is found to exist and it is not corrected within the time specified by the Village Manager's designated representative then the Village Manager's designated representative may cause the violation to be corrected. Any expense in connection therewith shall be collected from the licensee. In the event the licensee shall fail to pay for said repairs within thirty (30) days after the expense is incurred, the Village shall place a lien on the premises for the cost of repairs. No such lien shall be effective until a notice thereof has been recorded with the County Recorder of Deeds. The Village may foreclose this lien in the same manner and with the same effect as in the foreclosure of mortgages on real estate.

12-2-11: MANDATORY PROVISION IN LEASE AGREEMENTS WITHIN THE VILLAGE:

All leases and applications for leases of dwelling units shall contain the information set forth in subsection 12-2-11A of this section, and all leases and applications for leases of dwelling units which are newly executed and/or renewed on or after October 1, 1991, shall contain the information set forth in subsections 12-2-11B through E of this section:

- A. Night parking is prohibited on all Village streets from two thirty o'clock (2:30) A.M. to six o'clock (6:00) A.M. and the lessee is responsible for providing off street parking for the lessee's vehicle during those hours to the extent such parking is not provided by the lessor.
- B. The specific unit number of the dwelling unit to be leased.
- C. The maximum occupancy of the dwelling unit to be leased as established by the owner and/or operator of the dwelling unit. The owner and/or operator shall not, however, set forth a maximum occupancy in any such lease or lease application which exceeds the maximum occupancy for the dwelling unit established by section 12-1-6 of this chapter and set forth in the annual building inspection report provided to every multiple-family dwelling building owner or operator by the Director the Customer Services Department of the Village on an annual basis.

D. The full names and birth dates of all occupants of the dwelling unit leased or to be leased under the lease agreement. The individual occupancy of the dwelling unit may not be changed without an amendment to the existing lease agreement reflecting the change in occupancy and shall in no case exceed the maximum occupancy set forth in section 12-1-6 of this chapter.

E. The name and phone number of an agent of the building owner or management who, in emergency situations, will be accessible to tenants on a twenty four (24) hour per day basis and capable of reasonably and effectively responding to tenant needs in such situations.

It shall be the responsibility of the lessor to set forth the information required herein in the lease agreement. Any lease not containing the information required herein shall be voidable by the lessee.

12-2-12: CRIME FREE HOUSING:

A. A residential rental license shall not be issued until the owner or designated agent has attended and successfully completed an annual crime free housing seminar conducted by the Village's Housing Programs Division. All license applicants shall comply with the annual seminar requirement within one year of applying for a license or within one year of applying for a license renewal and shall attend and complete the annual seminar every year thereafter. Licenses shall be null and void if the owner or designated agent fails to comply with the seminar requirement pursuant to this section.

B. In the event that an owner or designated agent applies for a residential rental license and has met all other license requirements, but a crime free housing seminar is not available, a conditional license may be issued, effective for no more than one year from the date of issuance, subject to attendance and successful completion by the operator, or his/her designated agent, of that seminar within that time period. Upon completion of the seminar within that time period, a rental residential license shall be issued for the balance of the year.

C. In the event that a designated agent attends the crime free housing seminar to comply with this section, and that agent is no longer employed by the owner to be responsible for managing the rental residential dwelling unit under the license, the owner or a newly designated agent shall attend and successfully complete the seminar within twelve (12) months of that event.

D. An owner or designated agent of an owner may be certified as an operator upon issuance of a rental residential license, and a certificate of completion of the crime free housing seminar. The certification as an operator shall be issued on an annual basis, subject to annual compliance with the above requirements.

E. At any time after two (2) years from the date of the issuance of a license, an operator or designated agent may be required to attend and successfully complete the crime free housing

seminar. Such requirement shall be subject to the determination of the Village's Housing Programs Division which shall consider the following in making such determination:

1. Whether the rental property, subject to the residential operator's license, is in danger of becoming a nuisance rental property as defined in this section; and
2. Whether criminal activity is occurring on the premises and the landlord has failed to initiate eviction proceedings or take other appropriate action.

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

G. The Village's Housing Programs Division shall maintain a list of landlords and/or designated agents who have attended the crime free housing seminar and/or who are certified residential operators, along with the dates of attendance and verification that the landlord or designated agent has otherwise complied with this code to be eligible for issuance or renewal of a residential operator's license.

H. Upon adoption of this section, every subsequent lease, including lease extensions, shall contain a crime free lease provision, the purpose of which is to make criminal activity, not limited to violent or drug related criminal activity, engaged by, facilitated by or permitted by the lessee, member of the household, guest or other party under the control of the lessee, a lease violation, and to provide the landlord with authority under that clause to initiate eviction proceedings pursuant to state law. The crime free lease provision shall be in substantially the following form or in a form subject to the approval of the Village Manager:

CRIME-FREE HOUSING LEASE PROVISION

Prohibition Against Criminal Activity on Premises

1) The Tenant, any member of the Tenant's household, the Tenant's guest(s), and any person under the Tenant's control shall not engage in or facilitate criminal activity on the leased premises or on the Lessor's property, which includes the leased premises, at / /_.

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

3) The Tenant, any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that

jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.

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

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

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

7) For purposes of this Lease Section, criminal activity shall mean:

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

b) Any offense defined and prohibited by Article 19 (Kidnapping and related offenses) of the Criminal Code of 2012, 720 ILCS 5/10-1, et seq.

c) Any offenses defined and prohibited by Article 11 (Sex Offenses), Subdivision 15 (Prostitution Offenses) of the Criminal Code of 2012, 720 ILCS 5/11-14, et seq.

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

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

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

g) Any offense defined and prohibited by Article 21-1 (Damage and Trespass to Property) of the Criminal Code of 2012, 720 ILCS 5/21-1, et seq.

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

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

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

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

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

m) Any offense defined and prohibited by Section 37-1 (Maintaining Public Nuisance) of the Criminal Code of 2012, 720 ILCS 5/37-1.

n) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, Possession, and Consumption of Alcoholic Liquor; Restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20.

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

p) Any offense defined and prohibited by the Illinois Controlled Substances Act, 720 ILCS 570/1, et seq.

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

r) Any offense that constitutes a felony under state or federal law or Class A misdemeanor under state law.

8) The Tenant shall be entitled to the affirmative defense set forth in Section 9-106.2 of the Forcible Entry and Detainer Act, 735 ILCS 5/9-106.2, regarding domestic or sexual violence as those terms are defined in Section 10 of the Safe Homes Act, 765 ILCS 750/10, as amended, stalking as that term is defined in the Criminal Code of 2012, 720 ILCS 5/12-7.3, and dating violence, and Section 9-106.2 is incorporated herein by reference as though fully set forth.

9) Pursuant to 65 ILCS 1-2-1.5, as amended, no tenant, landlord, guest, neighbor, or other individual shall be penalized for the following:

a) contact made to the 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 of 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) 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;
or

c) criminal activity or a violation of this code 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.

Section 7. Village Code Amended. Chapter 12 ("Housing"), Article 3 ("Regulation of Condominiums and Condominium Conversions") of the Oak Park Village Code is hereby amended to delete the overstricken language and add the underlined language to read as follows:

12-3-1: DEFINITIONS:

The following words and phrases shall have the meanings, and are hereby defined, as follows:

AGENT: Any person, firm, partnership, joint venture, corporation or any other entity or combination of entities who represents or acts on behalf of a developer in selling or offering to sell any condominium unit.

BOARD OF MANAGERS: The Board of Managers provided for and referred to in the Illinois Condominium Property Act.

CERTIFICATE OF CODE COMPLIANCE: A written instrument issued by the Village as evidence of a condominium project's compliance with applicable Housing Code standards of the Village.

CLOSING OF A SALES CONTRACT: The operation of transferring ownership of a condominium unit to the purchaser from the developer.

CODE INSPECTION REPORT: A written report issued by the Village as evidence that all units and common elements in a condominium project have been inspected for compliance with applicable Housing Code standards of the Village.

COMMON ELEMENTS: All portions of a condominium property except the condominium units unless otherwise specified. Common elements shall also include limited common elements.

CONDOMINIUM: A form of property established pursuant to the Illinois Condominium Property Act.

CONDOMINIUM PROJECT: A plan by a developer to sell residential condominium units in an existing building or building to be constructed or under construction.

CONDOMINIUM UNIT OR UNIT: A separate three-dimensional (3-D) area identified as such in the declaration and on the condominium plat. A condominium unit shall include all improvements contained within the unit area except those excluded in the declaration.

CONVERSION: The offering for sale by a developer or his agent of a condominium unit that was rented by any person prior to the commencement of a condominium project.

DECLARATION: An instrument by which a property is submitted to the provisions of the Illinois Condominium Property Act.

DEVELOPER: Any person or ~~successors~~ successor or assign who undertake to develop a condominium project either by conversion or new construction. A developer does not include a corporation owning and operating a cooperative apartment building unless more than six (6) units are to be sold to persons other than current stockholders of the cooperation.

DIRECTOR: The Director of ~~Code Enforcement~~ the Development Customer Services Department of the Village of Oak Park, as provided for under Article 8, Chapter 2 of the Code of the Village of Oak Park, Illinois 1981, as amended, or ~~his authorized representative may be hereinafter referred to as the Director~~ Director's designee.

LIMITED COMMON ELEMENTS: A portion of the common elements to be reserved for the use of a certain number of condominium units. Limited common elements shall include, but not be limited to, balconies, terraces, patios and parking spaces or facilities.

OFFERING: Any inducement, solicitation, advertisement, publication or announcement by a developer to the general public to encourage the purchase of a condominium unit or prospective condominium unit.

PERSON: Any natural individual, partnership, copartnership, firm, company, association, joint stock company, trust, estate, trustee or other legal entity capable of holding title to real property.

PHYSICALLY DISABLED PERSON: A person unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

PHYSICALLY HANDICAPPED PERSON: A person having an impairment which is expected to be of long-continued and indefinite duration or which substantially impedes his ability to live independently. Said impairment shall include blindness and deafness.

PLAT: A plat or plats of survey of all the units and common elements in a property submitted to the provisions of the Illinois Condominium Property Act.

PROPERTY REPORT: A property report required by this Article and in accordance with the Illinois Condominium Property Act.

PROSPECTIVE PURCHASER: A person who visits the condominium project site for the purpose of inspection for possible purchase or who requests the property report.

TENANT: A person who pays rent for the privilege of occupying an apartment.

12-3-2: PROPERTY REPORT; REQUIRED CONTENTS:

At least thirty (30) days prior to closing a sales contract on any condominium unit in a condominium project, a developer shall prepare and file with the ~~Village Clerk~~ Director a property report and shall certify by affidavit that all disclosures are true to the best of his knowledge and belief. Said report shall contain at least the following information about the condominium project:

- A. A statement indicating the name and address of the developer of the condominium property.
- B. A plat of survey showing the size and dimensions of the condominium property.
- C. A legal description of the condominium units offered and the proportionate percentage of individual ownership of said units.
- D. A description of the common elements and a statement of the percentage ownership of the common elements applicable to the condominium units offered.
- E. A description of all existing and proposed facilities not included, or not to be included, as part of the common elements.
- F. A statement of the following, in capital letters, when parking facilities are not:
 - 1. Part of the common elements, or
 - 2. Divided as individual parking spaces among and designated as part of the units of a condominium property:

PARKING FACILITIES ARE NOT OWNED BY THE UNIT OWNERS. IT SHALL BE THE RESPONSIBILITY OF CONDOMINIUM UNIT OWNERS TO OBTAIN THEIR PARKING FACILITIES. THE VILLAGE OF OAK PARK PROHIBITS OVERNIGHT PARKING ON STREETS.

G. An identification of all drawings, architectural plans and other suitable documents, including "as-built" drawings, setting forth information for the location, maintenance and repair of condominium facilities and equipment. Said identification shall be made to the extent these documents exist and are available to the Condominium Board of Managers.

H. Projected initiation and completion dates for any proposed construction, renovation or conversion.

I. Copies of the following legal documents that are binding or are to be binding upon the condominium:

1. The declaration and plat of survey. Prior to the recordation of the declaration, however, a preliminary declaration and plat may be supplied, provided they are accompanied by a written statement that the description of units and percentage of ownership interest in common elements is preliminary and may be changed in material respects upon the recording of the declaration and plat.

2. The articles of incorporation or charter of the condominium association, if any.

3. The bylaws and regulations of the condominium association.

J. Disclosures of the existence of other legal documents that are binding upon the condominium, including:

1. Any leases on real or personal property applicable to the condominium.

2. The coverage and amounts of property insurance policies maintained on the condominium building.

3. Any management contract, employment contract or any other contract affecting the use, maintenance or access to all or any part of the condominium. Said disclosures under this subsection shall include:

- a. The name of the management agency, if any, and the services the agent will perform;

- b. The length of term of any management contract and the charges and circumstances, if any, under which the charges may be increased;

- c. The conditions, if any, under which the contract may be cancelled or terminated; and

- d. A statement disclosing any relationship between the developer and the management firm.

- K. A statement of sale prices, terms and options for condominium units.
- L. A floor plan of the condominium unit offered for sale.
- M. A description of any appliances and other personal property included with a unit offered for sale.
- N. A statement of the terms and conditions of sale, including estimated itemized closing and settlement costs, taxes and expected special assessments levied either by the condominium or an entity of government.
- O. A statement of the estimated operating budget for the condominium project, projected for a period of one year from the expected date that control of the project would pass to the Board of Managers. The projected operating budget shall include:
 - 1. Operating costs, such as costs for utilities, heating fuels, janitorial services, trash and garbage disposal, ground and building maintenance, security, maintenance or recreational and other facilities, building insurance, elevator maintenance, sidewalk and street maintenance and taxes. Said costs shall at least be shown in the aggregate and identified as operating costs.
 - 2. Management costs, such as the costs of management fees, accounting and bookkeeping services and legal services. Said costs shall at least be shown in the aggregate and identified as management costs.
 - 3. Reserve costs, such as reserves for improvements, unexpected repair work, and replacement and upkeep of common areas and facilities. Said costs shall at least be shown in the aggregate and identified as reserve costs.
- P. A statement of the provisions the developer has made to cover the proposed operations and maintenance budget in the event an insufficient number of units are sold.
- Q. A report from a professional engineer or architect, licensed by the State, describing the condition and expected useful life of the following structural elements at least thirty (30) days prior to closing a sales contract:
 - 1. Roof.
 - 2. Foundation.
 - 3. External and supporting walls.
 - 4. Mechanical, electrical, plumbing, heating and structural elements.

5. All other common facilities.

To the extent possible, all said descriptions shall be provided together with an estimate of repair and replacement costs at current market prices for those elements which need repair or replacement.

R. A statement setting forth the maximum number of occupants permitted by the Village Code for each dwelling unit contained within the condominium development. Each such dwelling unit shall be clearly and accurately identified so as to be easily referenced by a person reading the statement.

S. A statement verifying the number of applications of roofing systems existing on the building. If more than two (2) applications of roofing systems exist, the developer shall provide an estimate of cost for a complete tear-off of the old roofing systems and the application of a new roofing system.

T. A statement indicating that the electrical service for each condominium unit is in compliance with subsection 12-3-8E of this Article, the Condominium Ordinance, and containing a list of condominium units, identified by number, which indicates the size of the electrical service in ampere for each unit.

U. A statement indicating that the electrical service for the building, based upon the per unit electrical service requirements of subsection 12-3-8F of this Article, the Condominium Ordinance, is equal to or greater than the electrical service requirements set forth in article 220 of the National Electric Code (1993) and setting forth service load calculations for the condominium building which provide substantially the same information contained in the "Service Load Calculation" form for multiple-family dwellings included at the end of this Section as Exhibit A.

EXHIBIT A

**SERVICE LOAD CALCULATIONS
MULTI-FAMILY DWELLINGS**

Article 220 of National Electric Code

NAME _____ ADDRESS _____

Building Dimensions (outside) Length _____ Width _____ Floors _____ # of Apts/Units _____

Existing Service Type _____ Wire _____ Volts _____ Amps _____

GENERAL LIGHTING LOAD

Square foot area per floor _____
 Total square foot area _____
 Times (3) VA per square foot _____
 Appliance Circuits () x 1500 VA each _____
 Total VA _____

DEMAND

First 3,000 VA @ 100% _____
 From 3,001 to 120,000 @ 33% _____
 Remainder over 120,000 @ 25% _____
 Subtotal _____

ADD

Total Public Load @ 100%

- (Table 220.19) () Electric Ranges @ _____ VA each _____ Volts _____
- () Garbage Disposals @ _____ VA each _____ Volts _____
- @75% of Nameplate** () Dishwashers @ _____ VA each _____ Volts _____
- () Clothes Dryers @ _____ VA each _____ Volts _____
- () Hot Water Heaters @ _____ VA each _____ Volts _____
- @100%** () Air Conditioners @ _____ VA each _____ Volts _____
- () Electric Heating Units @ _____ VA each _____ Volts _____
- () Miscellaneous Motors _____ Total Horsepower
- () Other Miscellaneous, fixed appliances over 600 VA each

TOTAL VA _____

TOTAL AMPS REQUIRED _____

PREPARED BY _____ DATE _____

ELECTRICAL CONTRACTOR _____ PHONE _____

ONE LINE RISER DIAGRAM ON REVERSE SIDE IF REQUIRED

12-3-3: REQUIRED PROPERTY REPORT DISCLAIMER:

Each property report shall contain on the first page the following statement, conspicuously shown in capital letters:

THE VILLAGE OF OAK PARK MAKES NO JUDGMENT ON THE STATEMENTS IN THIS PROPERTY REPORT. ORAL REPRESENTATIONS ARE NOT BINDING ON THE DEVELOPER. ONLY REPRESENTATIONS MADE IN WRITING ARE BINDING ON THE DEVELOPER.

12-3-4: CONDOMINIUM WARRANTY PROVISIONS:

A. Any developer of a property submitted subject to the provisions of the Illinois Condominium Property Act shall be required to provide a warranty against any defects in the following property components:

1. Roof.
2. Foundation.
3. External and supporting walls.
4. Central heating plant.

B. Said warranty shall cover the defects listed in this Section for a period of fifteen (15) months from the date control of the condominium property passes to the Board of Managers.

C. Repair or replacement of the defects listed in this Section shall be performed in a timely manner by the developer following notification by the Board of Managers.

D. Warranty coverage shall not include the cost of normal, routine maintenance of the property components listed in this Section or defects caused by fire (not related to any breach of warranty), acts of God, vandalism or negligence of a unit owner.

E. To assure compliance with this Section, the developer shall, at the time of each closing, place in escrow with a bank or trust company authorized to do business in Illinois a sum equal to two percent (2%) of the total of each unit sale price. The developer shall provide proof satisfactory to the Director at the time of application for a real estate transfer tax stamp pursuant to Section 23A-1-1 et seq. of this Code, as amended, that the escrow account has been or will be established upon closing. Said sum shall remain in escrow for a period of not less than fifteen (15) months from the date control of the condominium project passes to the Board of Managers and all interest earnings on the sum held in escrow shall accrue solely to the developer. The developer shall notify the ~~Village Clerk~~ Director by registered or certified mail that control of the condominium project has passed to the Board of Managers within five (5) days of the passage of control. At least sixty (60) days prior to the termination of the escrow

period, the developer shall notify the Board of Managers and the affected unit owners by certified mail of the date upon which the escrow will terminate. If the required prior notice has been given and no notice of claim by any unit owner is received within the fifteen (15) month period, the funds in escrow shall be returned to the developer. If notice of claim is received by the escrowee, funds shall be retained in escrow in the amount of the claim until the claim is adjusted between the claimant and the developer or until the validity of the claim is determined by court action.

12-3-5: CONDOMINIUM CODE INSPECTIONS:

A. A developer submitting a property to the provisions of the Illinois Condominium Property Act shall file a notice of intent to convert with the Director ~~of Code Enforcement Development Customer Services of the Village,~~ within three (3) business days from the date said notice is given to the tenants of the property. A code inspection of the property, including all projected condominium units and common elements and facilities, shall be scheduled by agreement between the developer and the Director when the notice of intent to convert is received by the Director.

B. Any code violations and deficiencies detected during an inspection of projected condominium units and common elements and facilities should be corrected by the developer at least thirty (30) days prior to the closing of a sales contract on any condominium unit to provide the ~~Department of Code Enforcement~~ Director with adequate time to perform a reinspection of the premises and prepare the inspection report and certificate for delivery to the prospective purchaser by the developer at or prior to closing as required in subsection 12-3-5F of this Section. Said corrections shall be evidenced by a code inspection report and certificate of code compliance, except as provided in subsection 12-3-5C of this Section, issued by the Director.

C. If substantial rehabilitation is being performed as part of a conversion to condominium, the Director may issue a partial certificate of code compliance to permit the closing of sales contracts for those condominium units in which rehabilitation is complete and all code violations are corrected. Partial certificates also may be issued for common elements and facilities on which rehabilitation is complete and all code violations are corrected. However, prior to the issuance of a certificate of code compliance for the entire property, a reinspection shall be made on all common elements and facilities and units for which sales contracts have not been closed. Any recurrence of code violations in the common elements and facilities covered by a partial certificate of code compliance shall be corrected by the developer at the developer's expense unless control of the building has passed to the Board of Managers.

D. Until such time as all units in a condominium property are sold, the Director shall conduct annual building inspections of all common elements, all common facilities, and at least ten percent (10%) (but never less than one unit) of the unsold condominium units.

E. Subsequent to the sale of all condominium units, the Director shall conduct an annual inspection of all the common elements and facilities of a condominium property. The condominium building shall be subject to all applicable Village ordinances which may be enforced as to the developer, unit owners, Board of Managers or any other person to whom the ordinances are applicable.

F. A developer shall be required to provide a prospective purchaser with a copy of a code inspection report and a certificate or partial certificate of code compliance prior to or at the closing of a condominium unit sales contract.

12-3-6: CONVERSION NOTIFICATION REQUIREMENTS:

A. No less than one hundred twenty (120) days prior to recording the declaration submitting a property to the provisions of the Illinois Condominium Property Act, a developer shall give notice of said intent to record to all persons who are tenants of the property on the date notice is given.

B. Any person who was a tenant upon the date of receiving a notice of intent to record a declaration of condominium and whose tenancy expires other than for cause prior to one hundred twenty (120) days thereafter shall have the right to extend his tenancy on the same terms and conditions and for the same rental cost until the one hundred twenty (120) day period expires.

C. An exception to the requirement of subsection 12-3-6B of this Section shall be provided for any tenant who is sixty five (65) years or over or who is physically handicapped or physically disabled. Any said tenant whose tenancy expires other than for cause prior to one hundred eighty (180) days after receiving a notice of intent to record a declaration of condominium shall have the right to extend his tenancy on the same terms and conditions and for the same rental cost until the one hundred eighty (180) day period expires.

D. No rental lease shall be executed between an owner or his agent and a prospective new tenant in a property for which notice of intent to record a declaration of condominium has been given to existing tenants unless the prospective new tenant initially is notified in writing of the intended recordation. No lease shall be executed so as to stipulate an expiration date prior to one hundred twenty (120) days from the date the lease becomes effective.

12-3-7: RELOCATION ASSISTANCE:

Special consideration shall be given to tenants who would or could experience severe hardships in relocating, if necessary, after receiving a notice of intent to submit a property to the provisions of the Illinois Condominium Property Act. The following provisions are included to alleviate said hardships:

- A. A condominium developer shall inform all tenants electing not to purchase condominium units that relocation counseling or assistance may be available by contacting the Oak Park Housing Authority, Oak Park Housing Center or other appropriate agencies.
- B. A condominium developer shall disclose in writing the following language to a tenant electing not to purchase a condominium unit:

Tenants who find it necessary to move may be eligible for rental assistance payments through the Housing Authority of the Village of Oak Park located at 328 North Austin Boulevard. All tenants desiring assistance are encouraged to inquire about the Housing Authority programs.

The Housing Authority will make every effort to help, although Federal funds available for rental assistance payments are limited. Tenants eligible for assistance must have an annual income not in excess of the income standards set for this area by the Department of Housing and Urban Development. Tenants meeting this standard shall receive some priority consideration from the Housing Authority under its standards for tenants who are about to be without housing due to no fault of their own.

- C. Apartment building owners who receive rehabilitation grant assistance from the Oak Park Community Development Block Grant program shall be required to offer, on a priority basis, any unleased units so assisted to eligible tenants displaced by condominium conversions within the Village.

12-3-8: CODE REQUIREMENTS:

Every condominium unit shall contain the following:

- A. Ground fault interrupted (GFI) outlets in kitchen and bathroom.
- B. All electrical outlets shall be grounded.
- C. A light fixture in all storage rooms or within fifteen feet (15') of all storage areas defined by wire or other transparent wall material.
- D. A minimum of three (3) reasonably spaced, grounded electrical outlets in each habitable room in addition to any other electrical fixture which is located in any such room.
- E. Each dwelling unit in a condominium must have a minimum of 60 amp electric service. Electric service of less than 60 amp must be replaced with 100 amp electric service.
- F. The electrical service to the condominium building shall be equal to or greater than that required by article 220 of the National Electric Code (1993) for a building which complies with the per unit electrical service requirements of subsection 12-4-8E of this Section.

12-3-9: CONDOMINIUM SALES CONTRACT; RIDER REQUIRED:

The seller of every condominium unit within the Village shall include a rider to every sales contract for the sale of a condominium unit within the Village which must be separately executed by the seller and purchaser and which shall read, in bold print, as follows:

The Seller has notified the Purchaser, and the Purchaser acknowledges receipt of notification from the Seller that the Village of Oak Park has enacted a Condominium and Condominium Conversion Ordinance, setting forth regulations which, among other things, provide BUYER PROTECTION BENEFITS included in the enumerated Section of the Ordinance as follows:

Section 12-3-2: At least 30 days prior to closing a sales contract...a developer shall prepare and file with the ~~Village Clerk~~ Director of the Development Customer Services Department a property report and shall certify by affidavit that all disclosures are true to the best of ~~his~~ the developer's knowledge and belief...

Section 12-3-2R: The maximum number of occupants permitted by the Village Code for this dwelling unit is listed in the Property Report required to be on file with the ~~Village Clerk~~ Director of the Development Customer Services Department.

Section 12-3-4A to E: Condominium warranty provisions...A copy of the warranty shall be filed with the ~~Village Clerk~~ Director of the Development Customer Services Department...

Section 12-3-5A: A developer submitting a property to the provisions of the Illinois Condominium Property Act shall file a notice of intent to convert with the Director of ~~Code Enforcement~~ the Development Customer Services Department of the Village, within three (3) business days from the date said notice is given to the tenants of the property. A code inspection...shall be scheduled....

Section 12-3-5B: Any code violations and deficiencies...should be corrected by the developer at least 30 days prior to the closing of a sales contract on any condominium unit to provide the Department of ~~Code Enforcement~~ Development Customer Services with adequate time to perform a reinspection of the premises and prepare the required report and certificate. Said corrections shall be evidenced by a code inspection report and certificate, or partial certificate, of code compliance which shall be presented by the developer to the Purchaser prior to or at closing.

Section 12-3-11: The Purchaser has the right to rescind any sale not in substantial conformance with this Article or to seek damages therefor.

All of the above provisions must be satisfied prior to closing. If you have any questions or need additional information, please call the Director of ~~Code Enforcement~~ the Development Customer Services Department at (708) 383-6400.

12-3-10: CONDOMINIUM DEVELOPMENT MEETING; REQUIRED:

The developer shall schedule an informational meeting at the Village Hall with the Director of ~~Code Enforcement~~ and Director of Community Relations at least ninety (90) days prior to filing the declaration in the case of new construction or within thirty (30) days of providing notice to tenants of an existing building of the developer's intention to file a declaration to convert such building to a condominium building in accordance with the Illinois Condominium Property Act.

The purpose of the meeting will be for the Village to provide the developer and developer's agents with information concerning the application of the Village's fair housing and condominium development laws and regulations to the developer's condominium development.

12-3-11: VIOLATION PENALTIES:

Any person found guilty of violating any of the provisions of this Article upon conviction thereof shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than three hundred dollars (\$300.00) for the first offense and not less than three hundred dollars (\$300.00) nor more than five hundred dollars (\$500.00) for the second and each subsequent offense in any one hundred eighty (180) day period, provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Civil Practice Act (735 ILCS 5/1 et seq.). Repeated offenses in excess of three (3) within any one hundred eighty (180) day period may also be punishable as a misdemeanor by incarceration in the County jail for a term not to exceed six (6) months under the procedure set forth in section 1-2-1.1 of the Illinois Municipal Code (65 ILCS 5/1-2-1.1) under the provisions of the Illinois Code of Criminal Procedure in a separate proceeding.

Each failure to comply with the provisions of this Article with respect to each person shall be considered a separate offense. A separate and distinct offense shall be regarded as committed each day on which such person shall continue or permit any such violation.

The rights, obligations and remedies set forth in this Article shall be cumulative and in addition to any others available at law or in equity. The Village or any prospective purchaser, purchaser or owner of a unit may seek compliance with any provision of this Article and in addition shall have the right to rescind any sale not in substantial conformance with this Article or may seek damages therefor.

12-3-12: STATE STATUTORY TIE-IN PROVISIONS:

Except where modified or supplemented by this Article, all provisions contained in the Illinois

Condominium Property Act, as amended, shall apply to properties submitted to the provisions of said Act.

Section 8. Village Code Amended. Chapter 20 (“Public Health”), Article 8 (“Heat Requirements for Business, Commercial and Industrial Establishments”) of the Oak Park Village Code is deleted in its entirety as follows:

Article 8

HEAT REQUIREMENT FOR BUSINESS, COMMERCIAL AND INDUSTRIAL ESTABLISHMENTS

20-8-1: TEMPERATURE RESTRICTIONS:

~~It shall be the duty of every person owning or controlling the heating plant which furnishes heat to any business, commercial or industrial establishments as defined by the Zoning Ordinance of the Village to maintain a temperature within such place of not less than sixty eight degrees (68° F) Fahrenheit without such undue restrictions of ventilation as to interfere with proper sanitary conditions therein; provided, however, that this requirement shall not apply to any such place where the business conducted therein is of such a nature that a lower temperature than sixty eight degrees (68° F) Fahrenheit is practical, necessary or expedient for the work, trade occupation or manufacturing process of the business so conducted therein; provided further, that in all such cases where such lower temperature is necessary or expedient, the Department of Public Health shall prescribe and enforce such reasonable precautions and safeguards as will meet the requirements of such special manufacturing process without endangering the health of the occupants of such business, commercial or industrial establishments.~~

20-8-2: MANNER OF DETERMINING TEMPERATURES:

~~For the purpose of determining whether temperatures are being maintained in any business, commercial or industrial establishment in accordance with Section 20-8-1 of this Code, temperature readings shall be made under the supervision of the Director of Public Health by means of a standard Fahrenheit/Centigrade thermometer approved by the Director of Public Health in not less than two (2) separate rooms of the establishment, or if the establishment consists of only one room, then in two (2) opposite parts of the room as near the extreme as practicable; such thermometer to be placed at a point not less than two feet (2') nor more than five feet (5') above the floor of any such room and at least four feet (4') away from any outside wall.~~

20-8-3: IMPROPER HEATING EQUIPMENT:

~~Gas or electric appliances designed primarily for cooking or water heating purposes and portable heating equipment employing flame and the use of liquid or coal shall not be used as heating facilities in business, commercial and industrial establishments.~~

Section 9. Village Code Amended. The remaining articles of Chapter 20 (“Public Health) of the Oak Park Village Code are renumbered sequentially pursuant to the deletion of Article 8 (“Heat Requirements for Business, Commercial and Industrial Establishments”) of Chapter 20 of the Village Code as set forth in Section 8 above.

Section 10. Village Code Amended. Chapter 22 (“Streets and Sidewalks”), Article 8 (“Street Names and House Numbers”) of the Oak Park Village Code is amended by deleting Section 22-8-5 (“All Buildings to Display Proper Number”) and Section 22-8-6 (“Failure to Number Buildings”) as follows:

~~22-8-5: ALL BUILDINGS TO DISPLAY PROPER NUMBER:~~

~~It is hereby made the duty of the owner, agent or person in possession of every building in the Village to number it in the manner provided in this article. Each of the figures of every number shall be at least three inches (3") in height, being so marked as to be easily and distinctly read from the public way. Such address numbers shall be placed in a conspicuous location on or at the side of, or above the front and rear entrances to the building or as near thereto as is possible, while remaining easily and distinctly read from the public way. If a garage is built upon the rear of the property and the rear of the property is adjacent to an alley, the rear address number shall be placed in a conspicuous location on the side of the garage facing the alley. A rear address number shall not be required where the rear of the property is not adjacent to an alley.~~

~~22-8-6: FAILURE TO NUMBER BUILDINGS:~~

~~Any person being the owner or occupant of any building now erected in the Village who shall for thirty (30) days neglect or refuse to number any buildings owned or occupied by him, in conformity with the provisions of this article and with the plat for numbering buildings as aforesaid, shall be punished as provided in section 1-1-5 of this code.~~

Section 11. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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Section 12. Effective Date. This ordinance shall be in full force and effect after its passage, approval and publication as required by law on December 1, 2015.

ADOPTED this 2nd day of November, 2015, pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------|-----|-----|---------|--------|
| President Abu-Taleb | | | | |
| Trustee Barber | | | | |
| Trustee Brewer | | | | |
| Trustee Lueck | | | | |
| Trustee Ott | | | | |
| Trustee Salzman | | | | |
| Trustee Tucker | | | | |

APPROVED this 2nd day of November, 2015.

Anan Abu-Taleb, Village President

ATTEST

Teresa Powell, Village Clerk

Published in pamphlet form this 2nd day of November, 2015.

Teresa Powell, Village Clerk