

City of Country Club Hills

ARTICLE 37

Residential Rental License

13.37.1 Definitions:

For purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this Section.

- A. "Applicable ordinances" as used herein refers to all applicable City of Country Club Hills ordinances and codes, including , but not limited to the City's zoning code, building code, property maintenance code and health and safety codes.
- B. "Dwelling unit" means one or more rooms containing cooking, sleeping and sanitary facilities which is designed, occupied or intended for use by an individual, one family or household. A house designed for occupancy is a dwelling unit. Each apartment in a building which contains one or more apartments is a separate dwelling unit.
- C. "Licensee" means and includes a person to whom a Residential Rental License has been issued.
- D. "Owner" means and includes the following:
 - (1) any person who alone, jointly, or severally with others has legal title to any land or premises on which a rental dwelling, dwelling unit, rooming house or rooming unit is located; or

- (2) any person who acts as a manager or oversees the maintenance, operation or rental of a rental dwelling, dwelling unit, rooming house or rooming unit for a legal title holder or the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located; or
- (3) any person authorized to act as the agent of a legal title holder of the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located in connection with management or rental of the rental dwelling, dwelling unit, rooming house or rooming unit; or
- (4) any person who is an executor, administrator, trustee or guardian of the estate of a legal title holder of the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located; or
- (5) any person who is a mortgagee in possession, or has been appointed to serve as the trustee of the land or premises on which the rental dwelling, dwelling unit, rooming house or rooming unit is located.

E. "Person" means a natural person, corporation, partnership, joint venture, Limited Liability Company, trust, unincorporated association and any other entity which has the authority to enter into a contract under the laws of the State of Illinois.

F. "Rental unit" means, except as provided in this subsection F, a single-family attached

dwelling, a single-family detached dwelling, a multi-family, where rent in the form of a monetary payment or the provision of services is received from or on behalf of one or more occupants of the unit in return for the right to occupy the unit. A unit occupied by an owner is not a rental unit for purposes of this Article. A rectory, parsonage or similar religious facility where living quarters are provided for persons who perform religious services or provide religious counseling and/or persons who provide janitorial or maintenance services in consideration for providing such services or counseling is not a rental unit for purposes of this Article. A unit owned by the City of Country Club Hills or another unit of local government or by the State of Illinois or the United States of America is not a rental unit for purposes of this Article.

13.37.2 License Required;

Exceptions:

- A. Except as provided in Subsection B of this Section 13.37.2, no person, condominium, townhouse or homeowners' association shall lease or otherwise rent or offer to lease or otherwise allow a dwelling or dwelling unit under their ownership or control to be occupied by others unless such person holds a current unrevoked Residential Rental License issued by the City Clerk for the rental unit which is being leased or rented or offered for lease or rental.

- B. The City Clerk is hereby authorized to issue a new Residential Rental License for each Rental Unit. No such license shall be issued unless the rental unit meets all applicable requirements of the City Code and all laws of the state regarding rental units.

- C. No Residential Rental License shall be issued or renewed unless the applicant owner or operator has first made application on an application form provided by the Building Commissioner or designee.

- D. The license requirements contained in this Article shall not apply to group homes governed by the Specialized Living Centers Act, 405 ILCS 25/1 et seq., as amended, dealing with the developmentally disabled and other similar uses governed by state or federal laws, rules and regulations.

13.37.3 Term of License:

A Residential Rental License shall be valid from its date of issuance for a period of 12 months, unless the Residential Rental License is issued as a temporary license pursuant to the provisions of this Article.

13.37.4 Application for Initial License and Renewal License:

- A. The application for a Residential Rental License and any subsequent renewal of the Residential Rental License shall be made in the name of the legal owner of the premises to be rented, and shall be submitted to the City Clerk on a form to be provided by the Building Commissioner or designee. The application shall identify the address of the property to be rented; the tax parcel number, the name, address and telephone number(s) of the owner (must include real person, not corporation or LLC; if owned by a trust, a trust disclosure is required.); the name, address and telephone number(s) of the manager

or custodian of the property to be rented; the owner's agent for service of process (required if owner resides outside a 30 mile radius from the City, and shall have the authority to address the issues necessary to resolve any and all problems and deficiencies that affect the safety and living conditions of the occupants at any time of day or day of week); and such other information as the Building Commissioner may reasonably require. Every applicant shall be given a packet of materials containing the following: a Public Safety/Crime Prevention inspection checklist; a Crime-Free Housing Lease Addendum; a letter to the tenant; a current Crime-Free Housing Seminar schedule; and the City's Crime-Free Housing Coordinator's contact information.

- B. The owner, as part of its application for an initial Residential Rental License, shall include an authorization which provides the City with the authority to enter onto the premises and inspect the rental unit, on any non-holiday weekday between the hours of 8:00 a.m. and 4:00p.m. Such authorization shall include authorization to inspect all common areas on or around the premises. The purpose of the inspection shall be to determine whether the premises are in compliance with all applicable codes, ordinances and any other applicable laws, rules or regulations.

- C. Applications for the renewal of a Residential Rental License must be submitted to the City Clerk each year. . The City shall conduct an annual inspection of the license status and property file to prior to renewal.

- D. The application for an initial or renewal Residential Rental License must include the

applicable license fee. If the license is denied, the license fee shall be returned to the applicant, unless a temporary license was issued as provided in Section 13.37.5A of this Article. Any notification to file an initial or renewal license application is at the City's discretion, and compliance with these requirements is the sole and unequivocal responsibility of the owner.

- E. Owners / property management companies with ten (10) or more residential units must identify a separate property manager per group of ten (10) units. A single property manager shall not be permitted to manage more than one group.

- F. In cases where the owner resides more than thirty (30) miles from the city limits, no license shall be issued or renewed unless the owner designates, in writing to the city, the name, address and phone number of a licensed management agent or a registered State of Illinois Real Estate Broker or Leasing Agent (State of Illinois property management requirements) for the receipt of service of notice of violations and for service of process with carbon copy to the owner. Licensed agents must reside no more than thirty (30) miles from city limits and shall be required to attend the Crime-Free Housing Seminar.

- G. Upon issuance, the owner shall provide a copy of the license to every sitting tenant, and on every subsequent re-rental of the property shall provide the new tenant with a copy of the license. A valid license sticker must be displayed on the property 30 days from the date of issuance. The sticker shall be visible and displayed on the front door or front window upper right corner of the property. Invalid / expired license stickers must be

removed.

13.37.5 License/Inspection

Fees:

- A. The fee for an initial / renewal Individual Residential Rental License is \$100.00 per residential unit.

- B. Group licensing fees are required for owners / property management companies with ten (10) or more residential units. Individual licensing fees shall not be applicable if an owner / property management company has ten (10) or more residential units. A group will consist of no more than ten (10) residential units as defined in Section 13.37.4(E) of this Article; each unit shall have its own individual license. A new group shall commence once the ten (10) unit limit has been met. The fees for an initial / renewal Group

Residential Rental License are as follows:

Residential Units:	Fees:
Per Group of 10	\$ 1000.00

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

13.37.6 Renewal; License Not Transferable:

- A. Application for renewal of a Residential Rental License shall be made in the same manner as for a new license. .

- B. A Residential Rental License is not transferable either as to location or as to licensee. Each time there is any change in the ownership of a rental unit that is required to be licensed under this Article, the new owner must obtain a new Residential Rental License. Such license shall be applied for and obtained prior to a new owner closing on the purchase and sale of a rental unit. Failure to apply for a new license by a subsequent owner shall result in the revocation of the current license.

13.37.7 Inspections:

A. **Initial Inspection:**

No Residential Rental License shall be issued or renewed unless the rental unit, along with its common areas and appurtenances has undergone an inspection for compliance with all applicable codes, ordinances and any other applicable laws, rules or regulations. Rental units that undergo a change in ownership shall be subject to an inspection, notwithstanding any other required inspection as a condition precedent to transfer of title or otherwise as set forth in the City Code. The owner shall be provided with an inspection report describing any condition that fails to meet any applicable code, ordinance, and rules and regulations and shall be afforded a reasonable opportunity to correct such conditions. In the event that two follow-up inspections are required to determine compliance, the owner shall pay an additional inspection service charge of \$100.00 for each additional inspection. Payment of said service charge must be paid in full prior to the issuance of a license. Failure to correct said conditions shall result in a suspension or revocation of an existing license, or in the case of a new license application, the denial of a license application or a revocation.

B. Periodic Inspection:

The designated Building Inspector is hereby authorized and directed to inspect the premises of any rental unit in response to a complaint that there is a violation of this Article or any other applicable code ordinance, law, rule or regulation. Additionally, every rental unit subject to this Article, along with its common areas and appurtenances, shall be subject to periodic inspections by the designated Building Inspector at reasonable times and in a reasonable manner to ensure continuing compliance with this Article or any other applicable code, ordinance, law, rule or regulation. If the owner or occupant of the premises to be inspected does not consent to this inspection, the Building Commissioner is authorized to apply to the Circuit Court of Cook County for a warrant that will permit the Building Inspector to enter onto the premises for the purpose of making the inspection. In the event the inspection indicates that conditions exist in or about the premises which violate this Article or any other applicable code, ordinance, law, rule or regulation, the Building Commissioner shall take action as provided in Section 13.37.8 of this Article.

C. Reinspection; Suspension of License:

At the end of the time the Building Commissioner has allowed for correction of any violation cited, the Building Inspector shall re-inspect the rental unit and if the Building Inspector determines that such condition(s) has not been corrected, the City Clerk or his/her designee may issue an order suspending the Residential Rental License.

D. Criminal Background Investigation Required:

The landlord shall achieve a valid federal or state photo identification card from every prospective tenant, and a criminal background check shall be conducted on all prospective tenants prior to occupying any rental dwelling unit. The landlord shall conduct, or have conducted by a reputable agency, a criminal history/background investigation on prospective tenants of rental property in the City. The City may request proof of such investigation at time of inspection.

E. Property Maintenance; Landcaping & Snow Removal Service Required:

The landlord shall be responsible for the upkeep and maintenance of the residential unit(s), and shall hire a reputable landscaping and snow removal service. The City may request proof of such service at time of inspection. In the event that the City incurs any debt as a result of remedying property maintenance violations on the owner's behalf, all costs reasonably incurred shall be assessed against the owner.

13.37.8 Violations:

- A. If the Building Commissioner determines that a rental unit fails to meet the requirements set forth in this Article or otherwise is in violation of this Article or any applicable code, ordinance, law, rule or regulation, the Building Commissioner may (i) revoke the Residential Rental License covering the rental unit as provided in Section 13.37.9 of this Article; (ii) initiate the prosecution or request the initiation of the prosecution of the violation pursuant to Section 13.37.17 of this Article; or (iii) issue a notice to the licensee describing the violation and advising the licensee that the violation must be corrected. This notice shall:

- (1) Be in writing.
- (2) Set forth the violation(s).
- (3) Describe the common area and/or rental unit where the violations are alleged to exist or to have been committed.
- (4) Specify a specific date for the correction of the violation(s).
- (5) State that unless the violation(s) cited are corrected within the time specified for correction of the alleged violation(s), the Residential Rental License may be revoked and/or prosecution initiated for the purpose of the imposition of a fine and/or obtaining injunctive relief.
- (6) Be served personally or by certified mail, return receipt requested, upon the licensee if a Residential Rental License has been issued for the premises upon which the violation is located or occurred and if no Residential Rental License has been issued for the premises, then on an owner of the premises.
- (7) Also be served upon tenant and occupant(s) of the rental unit personally, by first class United States mail, postage prepaid, directed to the tenants and occupants of the rental unit, or by posting a copy of this notice,

directed to the tenants and occupants of the rental unit, on the entrance to the rental unit, or on the entrance to the building in which the unit is located.

- B. If the violation is not corrected by the date specified in the notice sent pursuant to Subsection A of this Section, then the Building Commissioner shall revoke the Residential Rental License for the premises as provided in Section 13.37.9 or shall initiate enforcement proceedings to prosecute the violation as provided in Section 13.37.17 of this Article; provided, that if the Building Commissioner finds that the reason the violation has not been corrected by the date specified in the notice is due to circumstances beyond the control of the licensee, and that reasonable progress has been made towards correcting the violation, the Building Commissioner may instead extend the date by which the violation must be corrected from the date initially specified in the notice.

13.37.9 Suspension/Revocation of License; Appeal:

- A. The Buildig Commissioner may revoke a Residential Rental License on not less than five (5) days written notice to the licensee and an opportunity for a hearing, whenever the Commissioner finds that the licensee has failed or refused to correct any violation of law or regulation applicable to the property, after reasonable notice and the opportunity to take corrective action.
- B. No Residential Rental License shall be issued for any premises for which a prior

Residential Rental Licensed was revoked unless the Building Commissioner determines that all of the conditions that led to the revocation of the prior Residential Rental License have been corrected and that there is a reasonable likelihood that such conditions will not recur should a new Residential Rental License be issued for the premises.

C. Any person who's Residential Rental License has been suspended or revoked shall be entitled to an appeal pursuant to the administrative adjudication hearing procedures set forth in the City Code. Notice of said appeal shall be made in writing and shall be filed with the Mayor or designee within fifteen (15) days following the issuance of a suspension or revocation of the Residential Rental License. If, in the case of an inspection violation-related suspension or revocation, the City finds upon re-inspection that the violations have been corrected and the rental unit is in compliance, the suspension or revocation of the Residential Rental License shall be rescinded or lifted, as the case may be, and the license shall be re-instated.

D. Exceptions.

(1) Notwithstanding anything to the contrary contained in this Section 13.37.9 no Residential Rental License issued for any premises shall be subject to revocation under this Article based on the following conduct by a tenant, an occupant of the premises, a guest of the tenant or occupant of the premises or any other party under the control of the tenant or occupant of the premises or with the permission or consent of the tenant or occupant of the premises:

(i) making or permitting to be made calls for police or emergency services

intended to prevent or respond to domestic violence or sexual violence;

- (ii) making or permitting to be made calls for police or emergency services needed to prevent or respond to incidents of actual or threatened domestic or sexual violence;
- (iii) making or permitting to be made calls for police or emergency services by, on behalf of, or otherwise concerning any individual with a disability, where the purpose of the contact was related to that individual's disability.

(2) Notwithstanding anything to the contrary stated in this Section 13.37.9 no Residential Rental License shall be subject to revocation under this Article based on an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member or a guest occurring in the dwelling unit or on the premises.

(3) The exceptions set forth in Subsections D(1) and D(2) are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty under this Article.

13.37.10 Crime-Free Housing Seminar Required:

A. All persons applying for an initial Residential Rental License and all persons who

administer, manage, or control the operation of any rental unit in the City of Country Club Hills must attend a Crime Free Housing Seminar administered by the Country Club Hills Police Department prior to being issued a Residential Rental License. The seminar may be attended after the application has been submitted and the license shall be issued after successful completion should all other requirements set forth in this article are met. The Country Club Hills Police Department in conjunction with the City of Country Club Hills offers this mandatory program in an effort to deter crime on and about rental properties located within the City of Country Club Hills.

- B. In the event a Crime-Free Housing Seminar is not held during the time the application for the initial Residential Rental License is being processed, a conditional initial Residential Rental License may be issued or the duration of an existing conditional license extended to give the applicant the opportunity to attend a City of Country Club Hills Crime-Free Housing Seminar. If a conditional license is issued and the applicant attends and satisfactorily completes the Crime-Free Housing Seminar prior to the expiration of the temporary license, and all other requirements for an initial Residential Rental License are met, then an initial Residential Rental License shall be issued.

- C. If a property owner hires, changes, replaces or adds any person or persons to administer, manage or control the operation of a rental unit, the City shall be notified upon said change and that person or persons must attend the Crime-Free Housing Seminar within three (3) months of said change. Failure to do so shall result in the suspension or revocation of the Residential Rental License.

- D. A licensee and all persons who administer, manage or control the operation of any rental unit shall be required to attend and satisfactorily complete a City of Country Club Hills Crime-Free Housing Seminar every three (3) years.
- E. The Building Commissioner may require a licensee may be required to reattend the Crime-Free Housing Seminar at any time for the following reasons:
- (1) If the rental unit is in danger of becoming a nuisance residential rental property as defined in Section 13.37.13 of this Article;
 - (2) If criminal activity has been occurring on the premises for which a Residential Rental License has been issued and the licensee has failed to initiate eviction proceedings; or
 - (3) Two (2) or more violations have been issued against the rental unit.

The failure of a licensee to attend and satisfactorily complete Crime-Free Housing Seminar when directed to do so by the Building Commissioner as provided in this subsection shall constitute a violation of this Article and shall result in the suspension or revocation of the Residential Rental License.

- F. The Crime Free Housing Coordinator, as designated by the Chief of Police of the

Country Club Hills Police Department, shall be responsible for scheduling and conducting the City's Crime-Free Housing Seminars. The Coordinator shall provide the City Clerk and the Building Commissioner with a list of those persons who have attended the Seminar, along with the date of attendance and verification that the Licensee has complied with this Article and is eligible to obtain an initial Residential Rental License, or renew a Residential Rental License.

13.37.11 Crime-Free Lease Addendum Required:

A. Every lease or other agreement for rental of any residential property shall be in writing and shall contain a crime free lease addendum or have a clause in the lease similar to a crime free lease addendum. The Crime Free Housing Coordinator shall provide at no cost, samples of a crime-free lease addendum and shall review any clauses within actual lease with the City Attorney to determine if the clause is similar to the crime-free lease addendum. A crime-free lease addendum should advise tenants that:

- (1) Tenants, occupants and their guests have right to call for and receive police and emergency response services when needed;
- (2) That the law does not permit a tenant or landlord to be penalized under this Article based on an actual incident of domestic violence or sexual violence directed against the tenant, occupant or their guests occurring on or about the rental premises;

- (3) That the law does not permit a tenant or landlord to be penalized under this Article when a tenant, occupant or guest calls for police or emergency service intended to prevent or respond to actual or threatened incidents of domestic violence or sexual violence;
- (4) That the law does not permit a tenant or landlord to be penalized under this Article when calls are made for police or emergency service by, on behalf of or otherwise concerning an individual with a disability, where the purpose of the call is related to that individual's disability.
- (5) That perpetrators of domestic violence, sexual violence or other criminal activity in or about the rental premises are subject to eviction and/or imposition of penalties to the extent provided under local ordinances and state or federal law.
- (6) Tenants and all persons who reside in the leased premises, by assuming possession of the same, agree that the landlord or his agents may release to the Police Department or Building Department any information concerning the identity of all occupants.

B. For purposes of this Article, a crime free lease addendum is a provision which makes it a violation of the lease for a tenant, an occupant of the premises, a guest of the tenant or an occupant of the premises or any other party under the control of the tenant or occupant of the premises with the permission or consent of the tenant or an occupant of the premises,

to engage in, facilitate or conspire to commit criminal activity within city limits (not limited to violent criminal activity or drug related criminal activity) while staying on the leased premises. A crime free lease addendum shall provide the landlord with the authority to evict the tenant in accordance with the Illinois Forcible Entry and Detainer Statute, 735 ILCS 5/9-101 et seq., if it is established by a preponderance of the evidence that a violation of the crime free lease addendum has occurred.

C. Exceptions.

- (1) Notwithstanding anything to the contrary stated herein, no crime free lease addendum shall make it a violation of the lease or subject a landlord or tenant to any penalty under this Article for a tenant, an occupant of the premises, a guest of the tenant or an occupant of the premises or any other party under the control of the tenant or occupant of the premises or with the permission or consent of the tenant or an occupant of the premises, to make or permit the following calls to be made for police or emergency services:
 - (i) Police or emergency service calls intended to prevent or respond to domestic violence or sexual violence;
 - (ii) Police or emergency service call needed to prevent or respond to incidents of actual or threatened domestic or sexual violence;
 - (iii) Police or emergency calls if the contact was made by, on behalf of, or

otherwise concerning any individual with a disability, where the purpose of the contact was related to that individual's disability.

- (2) Notwithstanding anything to the contrary stated herein, no crime free lease addendum required under this Article shall make it a violation of the lease, or subject a landlord or tenant to any penalty under this Article, based on an incident of actual or threatened domestic violence or sexual violence against a tenant, household member or a guest occurring in the dwelling unit or on the premises.
- (3) The exceptions set forth in Subsections C(1) and C(2) are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty under this Article, including but not limited to eviction.

13.37.12 Transfer of Leasehold; Tenancy at Will.

- A. Upon transfer of ownership of any residential property in which any rental and/or lease agreement is in existence, the new owner shall request existing tenants or renters to enter into and incorporate into the existing lease the Crime-Free Lease Addendum for the remaining term of such existing lease and/or rental agreement. The failure to or unwillingness to enter into such an addendum by the existing tenants or renters, shall preclude the owner from availing him/herself of the remedies set forth therein should the existing tenant, renter, occupant, guest, or the like violate any provision of this Article.

- B. The landlord of every leasehold for which no written lease agreement exists (tenancy at will), including but not limited to a month-to-month leasehold, shall require a tenant at will to enter into a Crime-Free Lease Addendum, in writing, within sixty (60) days after having received a Residential Rental License or conditional license.

13.37.13 Nuisance Residential Rental Property:

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

- A. the lease of a residential rental unit, to a tenant who allows any of the following offenses to occur on the premises being rented or leased by the tenant: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, child pornography, sale of obscene publications, possession of explosives, unlawful use of weapons, unlawful sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act, or commission of any two or more offenses punishable by imprisonment for a period of more than six (6) months under the laws of the State of Illinois or the United States.
- B. the lease of a residential rental unit to a tenant who allows any of the following offenses to occur on the premises being rented by the tenant: commission of four (4) or more City ordinance violations or violations that may fall within the descriptions listed in subsection A of this Section in a six (6) month period or an unreasonable high number of calls for

police service including, but not limited to, calls that may fall within the descriptions listed in subsection A of this Section that when compared to other properties in the City of Country Club Hills of similar type, reasonably indicates that activity on the rented premises is adversely affecting the health, safety, welfare or morals of other persons residing in the area.

C. Exceptions.

(1) Notwithstanding anything to the contrary contained in this Section 13.37.13, no tenant or landlord shall be subject to any penalty under this Article for permitting or allowing a nuisance on the rental premises based on the following conduct by a tenant, an occupant of the premises, a guest of the tenant or occupant of the premises or any other party under the control of the tenant or occupant of the premises or with the permission or consent of the tenant or occupant of the premises:

- (iv) making or permitting to be made calls for police or emergency services intended to prevent or respond to domestic violence or sexual violence;
- (v) making or permitting to be made calls for police or emergency services needed to prevent or respond to incidents of actual or threatened domestic or sexual violence;
- (vi) making or permitting to be made calls for police or emergency services by, on behalf of, or otherwise concerning any individual with a disability, where the purpose of the contact was related to that individual's disability.

(2) Notwithstanding anything to the contrary stated in this Section 13.37.13, no tenant or landlord shall be subject to any penalty under this Article based on an incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member or a guest occurring in the dwelling unit or on the premises.

(3) The exceptions set forth in Subsections C(1) and C(2) are not applicable to the actual perpetrators of domestic violence or sexual violence occurring in the dwelling unit or on the premises who shall be subject to penalty under this Article, including but not limited to eviction.

A. Violation of this Article, upon conviction thereof, shall be punishable by a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred and fifty dollars (\$750.00). Each day on which a violation of this Article occurs shall be considered a separate and distinct violation. Additionally, any person who's Residential Rental License has been suspended or revoked in violation of this Article shall also be subject to any of the following:

1. Any and all civil remedies available to the City, including injunctive remedies, that a court of competent jurisdiction may impose; and
2. The posting of placard(s) by the City on any portion of property containing a residential rental unit that states that the Residential Rental License has been

suspended or revoked and that no new leases may be entered into and no leases may be removed until the proper license is secured. A placard may only be removed by the City upon full compliance with this section.

B. Removal or Defacing of a Placard. No person shall deface or remove a placard posted pursuant to this Section. The defacement or unauthorized removal of a placard by any person shall be subject to a fine in the amount of not less than seventy-five dollars (\$75.00) nor more than seven hundred and fifty dollars (\$750.00) for each day said placard remains in a defaced condition or is removed.

13.37.17 Prosecution of Violations; Injunctions:

Violations of this Article are subject to prosecution under the City's administrative adjudication proceedings. The provisions of this Section shall not preclude the City from using other methods or proceedings to adjudicate alleged violations of this Article, including, without limitation, the institution of an action in the Circuit Court of Cook County, or before another administrative tribunal which has jurisdiction to consider the violation. In the event a person commits repeated violations of this Article, the City may institute an action to enjoin such person from committing further violations of this Article. In the event such action is instituted and an injunction is issued, the person whose conduct is enjoined shall be required to compensate the City for attorneys' fees and other costs incurred in obtaining the injunction.