
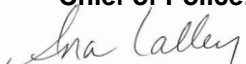
	<b>ELGIN POLICE DEPARTMENT</b> 151 Douglas Avenue Elgin, Illinois 60120	
<b>Effective Date:</b> 01/01/03	<b>STANDARD OPERATING PROCEDURE</b>	<b>Revised Date:</b> 09/06/23
<b>Chief of Police:</b> 	Trespass Agreements, 109.1	
<b>Cross Reference:</b> <a href="#">725 ILCS 5/109-1 (a-1)</a>		<b>Policy Sections:</b> 109.1.1 Property Owner Responsibilities 109.1.2 Officer Responsibilities 109.1.3 Records 109.1.4 Renewal Appendix A: Criminal Trespass to Real Property Agreement

## PURPOSE

The purpose of this policy is to establish guidelines for criminal trespass agreements between property owners or their authorized agents and the city.

## POLICY STATEMENT

It is the policy of the Elgin Police Department to utilize criminal trespass agreements to assist property owners in maintaining safety on their properties. These agreements permit an officer to arrest a person for criminal trespass to real property without the landlord being present on the property to observe the trespass.

## DEFINITION

**Proper Identification:** For purposes of this policy, is defined as a person's driver's license, state identification card, REAL ID compliant identification card having the security markings approved by the United State's Department of Homeland Security, U.S. Immigration Card, temporary state issued driver's license, temporary visitors driver's license, passport, booking photograph from a law enforcement agency or identification based upon the officer's prior contacts with the person.

## PROCEDURES

### 109.1.1 PROPERTY OWNER RESPONSIBILITIES

A property owner or his or her authorized agent seeking to enter into a criminal trespass agreement shall:

- A. Complete the Criminal Trespass to Real Property Agreement (hereinafter referred to as the 'agreement.') provided by the city. Refer to Appendix A to view a copy of the agreement. The agreement shall reflect the property owner or management's full understanding of their intent to authorize members of the department to act on their behalf as specified in the agreement.
- B. Submit a completed, unsigned cooperative agreement through the sergeant assigned to the Crime Free Housing Program, for approval by the Chief of Police. The agreement will be signed by the property owner and/or manager following approval by the Chief of Police.
- C. Permit the assigned officer to review lease agreements to confirm that they contain the following provision (the language may be included as a rider to a standard form lease):
 

BARRED: The landlord or his/her agent has the right to bar individuals from the property. You must inform your guest that they may be barred and/or arrested for criminal trespassing. If the rules and regulations are broken by a resident, it may be grounds for immediate termination of tenancy.
- D. The assigned officer shall also review the leases to confirm they contain rules and regulations governing the conduct of the tenants and guests; these should be posted in the common areas of the building.

- E. Establish a criminal trespass list. Any person placed on the list shall receive written notice of this determination from the property owner or agent.
  - 1. Notices must state the effective date the recipient is prohibited from entering the property, including the common areas and parking lots and that the recipient will be subject to arrest for trespass if found on the premises.
  - 2. Officers may offer recommendations to the property owner regarding guests that constitutes a threat to the safety and well-being of the property. Officers may also serve the notices to persons who are placed on the list. A copy of the list shall be provided to the department.
- F. The agreement shall be signed by the property owner or manager and approved by the chief of police.
- G. Property owners shall promptly notify the sergeant assigned to Crime Free Housing or designee when information contained on the agreement requires updating.
- H. Property owners shall attend all court hearings and provide testimony regarding the no trespass lists. Failure to attend a hearing may be grounds for removing a subject from the respective list(s).
- I. As noted in the Criminal Trespass to Real Property Agreement, the City of Elgin and the property owner may terminate the agreement at any time upon fifteen (15) days prior written notice to the other party.
  - 1. Upon receipt of the property owner's written notice which is ultimately a request to have a subject removed from the criminal trespass list, the Crime Free Housing Unit officer receiving the request shall complete a police report and remove the alert from the subject's global jacket as soon as practical.
  - 2. If for any reason the Crime Free Housing Unit deems it appropriate to remove an individual from the criminal trespass list and terminate the Criminal Trespass to Real Property Agreement, the officer shall ensure written notification to the property owner and document said notice in the police report.

#### **109.1.2 OFFICER RESPONSIBILITIES**

- A. Pursuant to 725 ILCS 5/109-1 (a-1), officers shall issue a citation in lieu of custodial arrest, upon proper identification, for those accused of any offense that is not a felony or Class A misdemeanor; criminal trespass to real property falls under this statute. However, officers can make an arrest when:
  - 1. He/she reasonably believes the person poses a threat to the community or any other person.
  - 2. The person has an obvious medical or mental health issue that poses a risk to the accused's own safety.
  - 3. The criminal activity persists after the issuance of a citation.
- B. When a DACRA citation is issued, it is at the officer's discretion to release the offender on the scene.
- C. To effect an immediate arrest, based upon the above-mentioned criteria being met, for the commission of criminal trespass to real property on behalf of any property owner, on private residential property, covered by a criminal trespass agreement, the officer shall complete the

following:

1. Determine the identity of the subject and the relationship the subject has with the property.
  2. Ensure that the arrest conforms to existing ordinance and/or statutes regulating the offense of criminal trespass to real property.
  3. Verify that the property, as noted in the agreement, has been properly posted with visible rules and regulations and no trespassing signs.
  4. Ensure all of the following criteria are met:
    - a. The subject is listed on the property owner's criminal trespass list.
    - b. The subject received a barred notice from the property owner.
    - c. An alert in the records management system has been placed on the suspect.
- D. Officers shall attempt to notify the owner/manager of the DACRA citation or arrest, convey information regarding the basic circumstances of the incident and when applicable, the relevant court dates and location.

#### **109.1.3 RECORDS**

- A. The Sergeant assigned to Crime Free Housing Unit shall be responsible for administering the Criminal Trespass Agreement Program.
- B. All executed agreements shall be accessible within the Crime Free Housing Unit.

#### **109.1.4 RENEWAL**

- A. All agreements shall be renewable and bear an expiration date on their face.
- B. Agreements shall be executed on an annual basis. The Sergeant assigned to Crime Free Housing shall ensure that the owner/agent roster is maintained and routinely reviewed to ensure agreements are renewed prior to their expiration dates. Assigned personnel shall confer with property owners/managers to determine if existing agreements will be renewed.
- C. Assigned personnel shall forward agreements to the Chief of Police for review and approval.
- D. Once approved, assigned personnel shall be responsible for having the agreement properly signed and notarized.

## APPENDIX A: CRIMINAL TRESPASS AGREEMENT

### CRIMINAL TRESPASS TO REAL PROPERTY

PLEASE PRINT LEGIBLY

PROPERTY OWNER: \_\_\_\_\_ TX: \_\_\_\_\_

MANAGEMENT COMPANY: \_\_\_\_\_ TX: \_\_\_\_\_

MANAGER'S NAME: \_\_\_\_\_ TX: \_\_\_\_\_

#### ENFORCEMENT AGREEMENT

This agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between  
\_\_\_\_\_, ("PROPERTY OWNER"), and the CITY OF ELGIN,

PROPERTY OWNER'S NAME

ILLINOIS, an Illinois Municipal Corporation (hereafter collectively referred to as "the PARTIES") for

Enforcement of the offense of Criminal Trespass to Real Property (720 ILCS 5/21-3(a)) (Elgin Municipal Code Section 10.52.010) by the City of Elgin Police Department on the real property commonly known as \_\_\_\_\_, Elgin, Illinois ("SUBJECT PROPERTY").

NAME PROPERTY IS COMMONLY KNOWN AS

WHEREAS the PROPERTY OWNER is seeking to maintain order on the SUBJECT PROPERTY by eliminating criminal trespassing that is and has been occurring on the SUBJECT PROPERTY; and

WHEREAS the residents of the SUBJECT PROPERTY are disturbed in the quiet enjoyment of their dwellings by the disorder generated from this unlawful activity; and

WHEREAS, the PROPERTY OWNER has communicated with the City of Elgin Police Department in an effort to do all possible to stop such unlawful activity on the SUBJECT PROPERTY;

NOW, THEREFORE, in consideration of mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the PARTIES that the PROPERTY OWNER authorizes the City Of Elgin Police Department to enforce the offense of Criminal Trespass to Real Property of the SUBJECT PROPERTY.

The City of Elgin Police Department's agreement to enforce the offense of Criminal Trespass to Real Property on behalf of the PROPERTY OWNER on the SUBJECT PROPERTY is expressly conditioned upon the PROPERTY OWNER'S compliance with each representation and promise set forth below:

The PROPERTY OWNER has authority to execute this agreement as lawful owner of the SUBJECT PROPERTY, and all statements and representations contained within this Agreement are true and correct.

The PROPERTY OWNER shall notify the City of Elgin Police Department upon change to any information provided in this Agreement.

The PROPERTY OWNER represents that not less than one sign has been conspicuously posted before the execution of this Agreement, said sign stating: "NO TRESPASSING: VIOLATORS WILL BE PROSECUTED" at each common area entrance to the SUBJECT PROPERTY pursuant to the requirements of Section 21-3 of the Illinois Criminal Code (720 ILCS 5/21-3) entitled "Criminal Trespass to Real Property."

The PROPERTY OWNER represents that written leases have been executed with each tenant residing on the SUBJECT PROPERTY and that each lease contains a provision substantially incorporating the following language:

BARRED: The landlord or his or her agent has the right to bar individuals from the property. You must inform you guest(s) of all rules and regulations. If rules and regulations are broken by your

guests, they may be barred and/or arrested for criminal trespassing. If the rules and regulations are broken by a resident, it may be grounds for termination of tenancy.

The PROPERTY OWNER further represents that the written lease with each tenant contains rules and regulations governing the conduct of the tenants and guests and that such rules and regulations have been conspicuously posted in the common areas of the SUBJECT PROPERTY. Such rules and regulations, minimally, prohibit tenants and guests from:

- Damaging, destroying or defacing property belonging to the landlord, employees, or any residents;
- Consuming alcoholic beverages in the common areas;
- Engaging in any activity involving firearms, illegal drugs, or violence;
- Engaging in any other activity constituting a criminal offense;
- Violating the City Of Elgin curfew ordinance;
- Making disturbing and unreasonable noise;
- Interfering with any right, comfort or convenience of any resident of the premises, any employee, or the landlord;
- Engaging in any gang-related activity, including congregating to intimidate tenants, employees, or rival gangs.

The PROPERTY OWNER shall appear at all court hearings when notified to do so by the Elgin Police Department in order to prosecute all trespassing complaints which were signed on behalf of the PROPERTY OWNER.

The PROPERTY OWNER in connection with barring individuals from the Subject Property and in connection with the performance of this Agreement shall not discriminate against any person because of race, color, religion, sex, national origin, age, ancestry, order of protection status, familial status, marital status, physical and mental disability, military status, sexual orientation, or unfavorable discharge from military service.

This Agreement shall be interpreted and performed in conformance with any applicable provisions of the Fair Housing Act, as amended, and any other applicable requirements of law.

The term of this Agreement shall commence upon the executed agreement date provided below and shall end on the expiration date provided below. Notwithstanding the foregoing, or any other provision hereof, the City of Elgin or the PROPERTY OWNER may terminate this agreement at any time upon fifteen (15) days prior written notice to the other party."

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof was an original and that there are no other agreements, written or oral, that have not been reduced to writing in this statement.

Executed Agreement Date: \_\_\_\_\_ 2021  
Expiration Date: \_\_\_\_\_ 2022  
NOT MORE THAN A ONE YEAR TERM

☐ PROPERTY OWNER ☐ AUTHORIZED MANAGER ☐ CITY OF ELGIN  
(CHECK APPLICABLE BOX ABOVE)

\_\_\_\_\_  
SIGNATURE OF PROPERTY OWNER/AUTHORIZED MANAGER

\_\_\_\_\_  
OFFICER SIGNATURE AND BADGE

\_\_\_\_\_  
CHIEF OF POLICE SIGNATURE