

## CHAPTER 1.

### GENERAL PROVISIONS

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#### Division 1.

##### **Sec. 1-1. Code Designated and Cited.**

The ordinances embraced in this and the following chapters and sections shall constitute and be designated "The Code of the Village of Addison, Illinois," and may be so cited. Such ordinances may also be cited as the "Addison Village Code." (4-1-66, §1-1)

**Sec. 1-2. Definitions and Rules of Construction.**

In the interpretation and construction of this Code, the following definitions and rules of construction shall be observed unless they are inconsistent with the manifest intent of the Village Board or the context clearly requires otherwise:

**Board, the Board** or the **Village Board** shall mean the Mayor and Board of Trustees of the Village of Addison. The words **Council, the Council** or **Board of Alderman** shall be interpreted to mean “the Board” as defined in this paragraph.

**Computation of time** shall mean the time within which any act provided by law is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or a legal holiday, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday, then such succeeding day shall also be excluded.

**County** shall have reference to DuPage County, Illinois.

**Divisions of Code.** Words designating paragraphs, sections, articles, divisions or similar parts of writings may be used interchangeably as the context may require.

**Gender.** Words importing the masculine gender shall include the feminine and neuter.

**In the Village** or **within the Village** shall mean and include all territory over which the Village now has or shall hereafter acquire jurisdiction for any lawful purpose.

**Joint authority.** Words purporting to give joint authority to three (3) or more public officers or other persons shall be construed as giving such authority to a majority of such officers or persons.

**Month** shall mean a calendar month.

**Municipality** shall mean the Village of Addison, Illinois.

**Number.** Words importing the singular number may extend and be applied to several persons or things, and words importing to the plural may include the singular.

**Oath** shall be deemed to include an affirmation, and the word **sworn** shall be construed to include the word **affirmed**.

**Occupant** or **tenant**, applied to a building or land, shall mean any person who holds a written or oral lease of or actually occupies the whole or part of such building or land, either alone or with others.

**Or, and.** **Or** may be read **and** and **and** may be read **or** as the sense requires it.

**Owner** applied to a building or land shall include any part owner, joint owner, tenant in common, tenant in partnership or joint tenant of the whole or a part of such building or land.

**Person** shall mean any individual, partnership, corporation, joint stock association or any city or state or any subdivision thereof, and includes any trustee, receiver, assignee or personal representative thereof.

**Personal property** shall include every species of property, except real property, as defined by this Section.

**Preceding** and **following** shall mean next before and next after, respectively.

**President of the Board** or **President** shall mean the Mayor or the President of the Board of Trustees of the Village of Addison. The terms **Mayor** and **Chairman of the Board** shall be interpreted to mean **President of the Board** as defined in this Section.

**Property** shall include real and personal property.

**Real estate** shall include lands, tenements, and hereditaments and shall embrace all chattels real.

**Sidewalk** shall mean that portion of a street between the curb lines or the lateral lines of a roadway and the adjacent property lines, intended for the use of pedestrians.

**State** and **the State** shall mean the State of Illinois.

**Street** shall mean the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

**Tense.** Words in the present tense shall include the future.

**Time.** Central Standard Time shall be the official time of the Village.

**Village** or **the Village** shall mean the Village of Addison in DuPage County, State of Illinois, except as otherwise provided.

**Written** or **in writing** may include printing and any other mode of representing words and letters, but when the written signature of any person is required by law to any official or public writing or bond required by law, it shall be in the proper handwriting of such person, or in case he is unable to write, by his proper mark.

**Year** shall mean a calendar year, unless otherwise expressed. (4-11-66, §1-2)

**Sec. 1-3. Catchlines of Sections.**

The catchlines of the several sections of this Code printed in boldface type are intended as mere catchwords to indicate the contents of the sections and shall not be deemed or taken to be titles of such sections, nor as any part of the section, nor unless expressly provided shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted. (4-11-66, §1-3)

**Sec. 1-4. Severability of Parts of Code.**

Should any section, paragraph, sentence, clause, phrase or word of this Code be declared invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, or sections of this Code, since the same would have been enacted by the Board without the incorporation in this Code of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section. (4-11-66, §1-4)

**Sec. 1-5. General Penalty; Continuing Violations.**

Whenever in this Code or in any ordinance of the Village any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not less than one hundred fifty dollars (\$150.00) nor more than seven hundred fifty dollars (\$750.00). Each day on which any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense. (Code 1959; 4-11-66, §1-5; Ord. 08-53; 09-70; 19-70)

**Sec. 1-5.1. Failure to Pay Fines.**

It shall be unlawful for any person to fail to promptly pay any fine, penalty or forfeiture, assessed by virtue of a final, non-appealable order, which has been entered by a Village hearing officer pursuant to Articles I through V of Chapter 30 of the Addison Village Code.

The penalty for violation of this Section shall be (1) the amount of the fine, penalty or forfeiture due and owing to the Village; (2) not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00) for each such offense; and (3) not less than five (5) hours of community service, the nature of such service to be determined by the Circuit Court. (Ord. 14-12)

**Sec. 1-6. Price and Cost of Printed Ordinances, Fees, etc.**

- (A) Whenever an ordinance imposing any fine, penalty, imprisonment or forfeiture, or making any appropriation, shall be printed in book or pamphlet form, published by authority of the Village, the committee charged with administration of such ordinance may impose a reasonable price commensurate with the cost of the printing thereof for the

distribution of such book or pamphlet to the public and may furnish complimentary copies thereof to any law enforcing officers or other agencies deemed necessary in the interests of the Village.

(B) Copies of the following ordinances shall be available at the cost hereinafter set forth:

Zoning Ordinance	\$35
Subdivision Control Ordinance	35
Comprehensive Plan	35
Building Code	10
Storm Water Management Ordinance	20
Print of Base Map 17" x 30"	10
Housing Code	10
Sign Ordinance	8
Comprehensive Plan Map	6.50
Zoning Map	4
Large Street Map	4
Sanitary Sewer Map	4
Water Main Map	4
Storm Sewer Map	4
Large Xerox/Blue Print Copies	4
Xerox Copies (per Page)	.15
Copies from microfilm (per Page)	.30
Colored Zoning Maps	25

(4-11-66; Ord. 91-46; 93-18; 95-107; 98-12; 01-20; 04-27; 07-15; 09-62)

**Sec. 1-7. Record and Memorandum of Ordinances--Required.**

The Village Clerk shall record, in a book used exclusively for that purpose, all ordinances passed by the Village. Immediately following each ordinance, the Village Clerk shall make a memorandum of the date of the passage and the publication, where required, of the ordinance. (4-11-66, §1-7)

**Sec. 1-8. Same--To be Prima Facie Evidence of Contents, etc.**

The record and memorandum required by the preceding section, or a certified copy thereof, shall be prima facie evidence of contents, passage and the publication or posting of ordinances. (4-11-66, §1-8)

**Sec. 1-9. Proof of Ordinance.**

The contents of all Village ordinances, the date of passage and the date of publication or posting, where required, may be proved by the certificate of the Village Clerk, under the seal of the Village.

Whenever Village ordinances are printed in book or pamphlet form and purport to be published by authority of the Village Board, such book or pamphlet shall be prima facie evidence of the contents, passage and legal publication of such ordinances, as of the dates mentioned in such book or pamphlet, in all courts and administrative tribunals. (4-11-66, §1-9)

**Sec. 1-10. Enacting Style of Ordinances.**

The enacting style of all ordinances shall be: "Be it Ordained by the Mayor and Board of Trustees of the Village of Addison." (4-11-66, §1-10)

**Sec. 1-11. Passage, Publication, Effective Date, etc., of Ordinances Generally.**

All ordinances of the Village shall have two (2) readings before the Village Board prior to passage. Such ordinances may not be approved by the Board until after the second reading. Such reading of each ordinance may be at a special or a general meeting. The provision for the second reading of such ordinance may be waived upon a two-thirds (2/3) vote of the Board of Trustees.

All ordinances of the Village imposing any fine, penalty, imprisonment or forfeiture, or making any appropriation, shall (a) be printed in book or pamphlet form, published by authority of the Board, or (b) be published at least once, within ten (10) days after passage, in one (1) or more newspapers published in the Village, or if no newspapers is published therein, in one (1) or more newspapers with a general circulation in the Village. No such ordinance shall take effect until ten (10) days after it is so published; provided, that ordinances establishing rules and regulations for the construction of building or for the use of property, where such rules and regulations have been previously printed in book or pamphlet form, may by their terms provide for the adoption of such rules and regulations or portions thereof by reference thereto without further printing or publication. All other ordinances, resolutions and motions shall take effect upon their passage, unless they otherwise provide. (4-11-66, §1-14; Ord. 68-18)

**Sec. 1-12. Ordinances, Resolutions, etc.--Approval or Veto by Mayor; Effect of Failure to Return to Board on Disapproval.**

All resolutions and motions, (a) which create any or liability against the Village; (b) which provide for the expenditure or appropriation of its money; or (c) which deal with any Village property, and all ordinances passed by the Board of Trustees shall be deposited with the Village Clerk. If the Mayor approves them, he shall sign them. Those of which he disapproves he shall return to the Board of Trustees, with his written objections, at the next regular meeting of the Board of Trustees occurring not less than five (5) days after their passage. The Mayor may disapprove of any one (1) or more sums appropriated in any ordinance or motion making an appropriation, and if so, the remainder may be effective. If the Mayor fails to return any ordinance, resolution or motion of which he disapproves entirely, with his written objections, within the designated time, it shall become effective without his signature. (4-11-66, §1-11)

**Sec. 1-13. Same--Reconsideration; Passage over Veto.**

The Village shall reconsider every resolution, motion or ordinance returned to it under Section 1-12 and may override the Mayor's veto by the affirmative vote of two-thirds (2/3) of all the Trustees elected to the Board. (4-11-6, §1-12)

**Sec. 1-14. Provisions Construed as Continuations of Existing Ordinances.**

The provisions appearing in this Code, so far as they are substantially the same as the ordinances of the Village existing at the time of the adoption of this Code, shall be construed as a continuation thereof and not as new enactments. (4-11-66, §1-14)

**Sec. 1-15. Filing of Copies of Statutes, Codes, etc., Adopted by Reference.**

At least three (3) copies of all statutes, codes, technical codes, public records and other matters adopted by reference, in whole or in part or as modified in this Code, have for more than thirty (30) days past prior to the adoption of this Code, now are and hereafter shall be filed in the office of the Village Clerk and there kept on file and available for public inspection and examination. (4-11-66, §1-15)

**Sec. 1-16. Corporate Seal--Design.**

The common seal of the Village shall be of circular form, not less than one and one-half inches (1 ½") and not more than two inches (2") in diameter, and shall be engraved in the words "Village of Addison, DuPage Co., Ill." in the circle. (Code 1959, §135; 4-11-66)

**Sec. 1-17. Same--Custody, Use and Effect.**

The corporate seal shall be kept in the custody of the Village Clerk and an impression thereof attached to all instruments, documents and other corporate acts which are required to be authenticated by the corporate seal. The Village Clerk shall certify, under the corporate seal, copies of all records, documents or papers in his office when required by any officer or other person. In no case shall the impression of the corporate seal be binding upon the Village, unless it is authorized by ordinance and attested by the signature of the Village Clerk. (4-11-66, §1-17)

**Sec. 1-18. Fiscal Year.**

The municipal or fiscal year for all Village authorities shall commence on May 1 of each year and shall extend through April 30 of the following year. (Code 1959, §1-36; 4-11-66, §1-18)

**Sec. 1-19. Surety Bonds.**

Whenever a surety bond to indemnify the Village is required as a prerequisite to exercising the duties of any office or position, or to the issue of a license or permit, or for the exercise of any special privilege, the surety on such bond shall be a corporation licensed and authorized to do business in this state as a surety company, in the absence of specific provisions

to the contrary by law, provision of this Code or other ordinance of the Village. Whenever, in its opinion, additional sureties may be needed on any bond to indemnify the Village against loss or liability because of the insolvency of the existing surety, or for any other reason, the Village may order a new surety to be secured for such bond. If such new surety is not procured within ten days from the time such order is transmitted to the principal on the bond or his assignee, the Board shall declare the bond to be void, and thereupon such principal or assignee shall be deemed to have surrendered the privilege or position as a condition of which such bond was required. (Code 1959, §140)

**Sec. 1-20. Disclosure of Interest in Real Estate.**

- (A) For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

**Agent** shall mean a person authorized to act for another person or corporation.

**Applicant** shall mean one who applies for any benefits on behalf of himself or some other entity.

**Beneficial interest** shall mean any interest in a land trust.

**Beneficiary** shall mean any person, corporation or other entity having a beneficial interest in a land trust.

**Corporation** shall mean a body of persons authorized by law to act together as a single person and, for the purpose of this section, includes any association, joint stock company, syndicate or partnership.

**Land Trust** shall mean an express agreement whereby the legal and equitable title to real estate is held by a trustee for the benefit of beneficiaries who have the exclusive right to manage and control such real estate.

**Lessee** shall mean one who has an interest in real estate by virtue of a lease.

**Nominee** shall mean one designated to act for another, with limited authority.

**Option holder** shall mean one having the right to purchase real estate upon compliance with conditions named in a contract.

**Stockholder** shall mean one owning certificates of stock in a corporation or membership in an association, joint stock company, syndicate or partnership.

- (B) Any application to the Village Board or Village Boards and commissions for authorization, benefit, license, permit, variation, zoning amendment or planned unit development relating to real estate shall be signed by the owner, lessee, option holder, agent or nominee of either.

- (1) If the application is made by a person other than the fee owner, it shall be accompanied by an affidavit of the owner that the person signing the application has authority to make the application; and the application shall disclose the full names, addresses and telephone numbers of the applicant and owner.
  - (2) If the applicant or the owner is a corporation, the application shall disclose the names and addresses of the officers, directors, registered agent and those shareholders or members owning in excess of five percent (5%) of the outstanding stock or interest in the corporation.
  - (3) If the applicant is a trustee, the full name, address, telephone number and the extent of the interest of each beneficiary must be disclosed.
  - (4) If the applicant is a beneficiary, nominee or option holder, the application must disclose the name, address and telephone number of those persons or entities for whom he is acting, and if it is a corporation, the provisions of subparagraph (2) of this subsection shall be complied with.
- (C) Any person making a false or incomplete statement in the application shall be guilty of a misdemeanor and subject to a fine of five hundred dollars (\$500.00).

After a statement is determined to be falsified, missing or incorrect, a written notice of the omission or falsification shall be sent to the applicant. Each day that elapses until the date the required information is furnished or corrected shall constitute a separate offense. (Ord. 74-9)

## **Division 2.**

### **Sec. 1-21. Indemnification of Certain Officials.**

- (A) To the fullest extent permitted by the Constitution of the State of Illinois of 1970 and applicable law, each of the following officials and employees of Village, *viz*:
- (1) all persons who were, now are, or shall be lawfully elected, appointed or employed officials of the Village;
  - (2) all members of commissions, boards or other units operated by and under the jurisdiction of the Village;
  - (3) all employees and all persons who perform a service on a volunteer basis for the Village and under its direction and control and any persons providing services to the Village under any mutual aid or similar agreement;
  - (4) police and fire pension boards, their trustees, commissioners and public officials; and

- (5) employees and public officials of the Village serving on the board of any independent governmental or intergovernmental or not-for-profit organization, in which the Village has an affiliation, upon the following conditions: service on the board is approved by the Village and furthers the interest of the Village;

shall be indemnified, defended and held harmless by the Village from and against all liabilities, expenses of investigation, judgments and amounts paid in settlement which may be imposed upon or reasonably incurred or paid by such official or employee in connection with or resulting from any claim made against him, or any action, suit, proceeding or investigation in which he may be involved, by reason of his being or having been such official or such employee of the Village, whether or not he continues to be such official or employee at the time of such claim, action, suit, proceeding or investigation.

(B) The foregoing indemnity shall not extend to any of the following:

- (1) Any liability or cost with respect to any matter as to which such official or employee is finally adjudged to be guilty of bad faith, or actual malice, or willful and wanton misconduct in the performance of his duties as such official or employee;
- (2) Any payment, expense or cost arising out of a settlement of any claim, action, suit or proceeding, unless (a) such settlement shall be approved by the court having jurisdiction over such claim, action, suit or proceeding, with express knowledge of the existence of the indemnification provided hereby, or (b) such settlement shall have been made upon the written opinion of independent legal counsel selected by the Village Board, to the effect that there is no reasonable ground for any finding of bad faith, or of actual malice, or willful and wanton misconduct on the part of such official or employee and that the anticipated cost of such settlement will not substantially exceed the estimated cost and expense of defending such claim, action, suit or proceeding to a final conclusion;
- (3) Any liability or judgement payable to the Village itself;
- (4) The cost of independent legal representation in any such action, suit or proceeding if the Village offers or otherwise indicates its willingness to provide a legal defense with respect to such claim, action, suit, proceeding, or investigation. (Ord. 98-72; 00-88)

**Sec. 1-22. Indemnification in Addition to Other Rights.**

The foregoing rights of indemnification shall be in addition to any other rights to which such official or employee may otherwise be entitled as a matter of law. (Ord. 85-55)