04/15/24

VILLAGE OF BARRINGTON

ORDINANCE NO. 2024-4394

AN ORDINANCE AMENDING
TITLE 1, "ADMINISTRATION", AND
TITLE 3, "BUSINESS AND LICENSE REGULATIONS", OF
THE VILLAGE OF BARRINGTON VILLAGE CODE

(Re: Title 1: Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village"
Title 3: Chapter 6, "Food and Beverages", Article D, "Outdoor Cafes", and
Title 3: Chapter 10, "Garage, Rummage, and Similar Occasions Sales")

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON, ILLINOIS

THIS 22 DAY OF April, 2024

Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this 23 day of April, 2024.

ORDINANCE NO. 2024-4394

AN ORDINANCE AMENDING
TITLE 1, "ADMINISTRATION", AND
TITLE 3, "BUSINESS AND LICENSE REGULATIONS", OF
THE VILLAGE OF BARRINGTON VILLAGE CODE

(Re: Title 1: Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village"
Title 3: Chapter 6, "Food and Beverages", Article D, "Outdoor Cafes", and
Title 3: Chapter 10, "Garage, Rummage, and Similar Occasions Sales")

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

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

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

SECTION 2: That portion of the chart with reference to Section 9-1-4A, "Fee(s) to connect to any Village water main(s)", identified in "Title 9, Water and Sewer", as contained in Section 1-14-1, "Enumerated", of Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village", of Title 1, "Administration", of the Barrington Village Code, shall be and is hereby amended to read as follows (interlined text is stricken and underlined text is added):

<table>
<tr><th colspan="5">TITLE 9, WATER AND SEWER</th></tr>
<tr><th>Type</th><th>Village Code Section</th><th>Description</th><th colspan="2">Amount</th></tr>
<tr><td colspan="5">* * * *</td></tr>
<tr><td rowspan="4">~~Fee~~ Fees to connect to any Village water mains (s)</td><td rowspan="4">9-1-4A</td><td rowspan="4">Water connection fee for all new connections to water main(s) of the Village</td><td>Water Service Size (In Inches)</td><td>Connection Fee</td></tr>
<tr><td>* * * *</td><td>* * * *</td></tr>
<tr><td>1 1/4</td><td>$3,500.00</td></tr>
<tr><td>* * * *</td><td>* * * *</td></tr>
<tr><td colspan="5">* * * *</td></tr>
</table>

SECTION 3: That portion of the chart with reference to Section 1-10-2A, "Fee(s) for other requests", identified in "Title 10, Zoning and Subdivision Approval", as contained in Section 1-14-1, "Enumerated", of Chapter 14, "Fees, Charges, Deposits, and Other Amounts Payable to the Village", of Title 1, "Administration", of the Barrington Village Code, shall be and is hereby amended to read as follows (interlined text is stricken and underlined text is added):

TITLE 10, ZONING AND SUBDIVISION APPROVAL				
Type	Village Code Section	Description	Amount	
* * * *				
Fee(s) for other requests	1-10-2A	Nonrefundable fee(s) to be paid to the Village, which fee(s) shall accompany any request or petition as described herein	* * * *	* * * *
			Fee(s) for review(s) of request(s) for the location or colocation of cellular facilities on Village water tower(s), standpipe(s), and monopole(s), including plan review fees, permit fees and inspection fees.	$10,000 due at the time of permit application. ~~Petitioner(s) and/or applicant(s) shall reimburse the Village for all expenses incurred by the Village relative to the request or petition, including, but not limited to, consulting engineers, attorneys, surveyors, soil analysis, laboratory testing, and court reporters, including, but not limited to, costs of reports, attendance at meeting(s) and copies of any transcripts.~~ Any permit(s) for such work, shall may be subject to the prior deposit of a minimum escrow deposit of $2,000.00. The Village Manager may increase the amount of the required initial escrow deposit and/or from time to time thereafter at the discretion of the Village Manager.
			* * * *	* * * *

SECTION 4: Sections 3-6D-2, 3-6D-3, 3-6D-5, and 3-6D-8 of Article D, "Outdoor Cafes", of Chapter 6, "Food and Beverages", of Title 3, "Business and License Regulations", of the Barrington Village Code, shall be and are hereby amended to read as follows:

3-6D-2: License required.
It shall be unlawful for any person to operate an outdoor cafe or other outdoor private use area on ~~any private property and/or on~~ any public property ("an outdoor area"), including but not limited to any public road, street, alley, or other public way ("collectively referred to herein as "public property") in the village without a valid outdoor cafe and/or outdoor area license issued by the village for such purpose, except as otherwise provided by the corporate authorities

pursuant to a current and valid special event permit or pursuant to a temporary use approved by the village. A current and valid license is one that is currently in effect and not suspended, revoked or expired. A license is not required to operate an outdoor café on private property provided the outdoor café is fully compliant with all regulations in this Article D which are applicable to such outdoor café on private property.

3-6D-3: Other permits, licenses and/or certificates required.

A. A license to operate an outdoor cafe and/or other outdoor area may only be issued for the period and to a person:
   1. Who has a current, valid liquor license and/or a current, valid permit to operate a food establishment that also has a valid permit, license and/or certificate issued by the health official to operate a food establishment; or
   2. For an outdoor area for another retail or service use, all as provided in this title.

B. A license to operate any outdoor area, other than an outdoor cafe, shall be and is a temporary license issued only for a specific period of time and, in any event, for a term not in excess of 12 consecutive months, and shall allow only a specific person to operate an outdoor area ~~on private property and/or~~ on public property.

* * * *

3-6D-5: Term of license; days and hours of operation.

A. A license for an outdoor cafe shall be valid for a 12-month license year commencing on May 1 of each year. A license for an outdoor area shall be temporary in nature and valid only for a specified period of time not to exceed 12 months. Outdoor cafes and/or other outdoor areas, whether on public or private property, may, pursuant to each such license, only be operated during the times hereinafter set forth:
   Sunday through Thursday, 7:00 a.m. until 10:00 p.m.
   Friday and Saturday, 7:00 a.m. until 11:00 p.m.

B. Further provided, notwithstanding anything in the foregoing time restrictions to the contrary:

   1. No outdoor cafe or other outdoor area may be operated, and no chairs, tables, or other related equipment relative to such an outdoor cafe or other outdoor area shall be allowed to remain on any public property during the time any of the parking prohibitions related to snow removal operations as provided by this Code are in effect;
   2. The village president, village manager, chief of police, or the fire chief, or any of their respective designees, may further limit or restrict such outdoor operations of outdoor cafes or other outdoor areas when inclement weather, other public safety concerns, or the public convenience so requires;
   3. The village president or village manager, or one of their designees, shall have authority to expand or otherwise modify the operation of any specific outdoor cafes and/or outdoor areas where he or she determines that exigent circumstances provide good cause for such relief;
   4. The hours of operation of any outdoor cafe and/or any outdoor area may also be reduced or modified at any time and from time to time where the village president or village manager, or one of their respective designees, determines that it is necessary

and/or advisable to eliminate or reduce any adverse impacts which may be the result of the operation of any such outdoor cafe and/or other outdoor area.

* * * *

3-6D-8: Regulations.

A. *Regulations applicable to all outdoor cafes and/or other outdoor areas.* Every outdoor cafe and/or other outdoor area, whether located on public or private property, shall comply with each of the following regulations:

1. The licensed area of an outdoor café on public property and any outdoor café on private property shall fully comply with all applicable ingress and egress regulations and all other ordinances and regulations of the village and the state.
2. Except as otherwise provided in this Village Code, no access shall be obstructed to any parking area which is required to be maintained in connection with the conduct and operation of such an outdoor cafe or outdoor area.
3. The licensed area must be designated by physical barriers consisting of or distinguished by natural materials, a rope barrier with stanchions or other appropriate facilities, which physical barriers shall be subject to ~~Village~~ the prior written approval of the village manager, or of his or her designee.
4. The tables, and chairs, and other equipment and/or personal property used in the licensed area shall be placed on paved surfaces and constructed of durable materials that can withstand inclement weather including high winds.
5. If tents or similar structure(s) are used in the licensed area, the same shall be placed in locations within the licensed area in such a manner that clear, safe and unobstructed site distances shall be maintained for all vehicular and pedestrian traffic on all adjacent and/or abutting public property.
6. No alcoholic beverages shall be sold, dispensed, consumed or otherwise served in any manner on the licensed area, unless otherwise authorized pursuant to and in compliance with this Village Code.
7. All trash and debris must be removed from time to time and at the end of each day so that at all times the licensed area and all adjacent land is maintained in a safe, neat, clean, orderly and sanitary condition. If ~~the~~ a licensee or a private property owner does not perform the ~~foregoing~~ above-described maintenance of the licensed area and all adjacent land in a timely manner, the village is authorized to remove or cause to be removed any trash, debris or other property which is not removed by the licensee or private property owner in a timely manner from the licensed area as and when the same is required by this paragraph, and the licensee shall be charged for and shall pay for all of the cost of such removal incurred by the village.
8. The operation of the ~~licensed area~~ outdoor café shall at all times comply with any and all current public health and safety guidelines and/or regulations as may be issued from time to time by the Illinois Department of Public Health, the Center for Disease Control, the applicable county health department, and any other state or federal agency or jurisdiction.

B. *Additional regulations for ~~private~~ public outdoor cafes and other outdoor areas located on public property.* In addition to the regulations set forth in this article, every outdoor cafe or other outdoor area (sometimes collectively referred to as a "licensed area") operating or

applying for a license to operate on any portion of any public property pursuant to the provisions of this article shall comply with the following additional regulations:

1. Each application shall include a detailed site plan illustrating ~~a~~ the proposed licensed area (including physical barriers), the size and location of the principal building(s) such as parking area(s), property lines and the location and area of the proposed licensed area (hereinafter sometimes referred to as the "site plan"), which shall be approved in advance in writing by the village manager, or his or her designee. The application must also include a detailed management plan for the operation of the outdoor cafe or other outdoor area, which shall be approved in advance in writing by the village manager, or his or her designee. The detailed management plan shall include, but shall not be limited to, provisions relating to cleanup of the licensed area, location of trash receptacles, control of individuals loitering in and around the licensed area and a procedure for the nightly removal and storage of the dining tables and chairs from the licensed areas. Any outdoor cafe or other outdoor area which is located in whole or in part on any public property shall be operated in accordance with the detailed management plan as approved in writing by the village.
2. All private improvements and/or personal property of the licensee permitted by the terms of such a license to be placed and maintained on any public property shall be maintained in a safe and proper operating condition by the licensee at the sole cost of the licensee.
3. During the conduct of any business or other activity within the licensed area, the licensee shall establish and maintain a temporary barrier at the perimeter <u>of</u> and around the licensed area to comply with the approved site plan for the licensed area and to prevent the moving of tables, chairs, or other equipment used in the licensed area farther into the public property, and to limit <u>and control</u> access to the licensed area from within an adjacent building used by the licensee and/or its employees.
4. The licensed area shall not block pedestrian or vehicular ingress, egress or access over, upon or along any public property and shall be designed and maintained in such a manner that an unobstructed path at least five feet in width is maintained <u>at all times</u> as a part of, adjacent to, and/or in close proximity to the licensed area.
5. Pursuant to section 4.8, "Temporary Uses", of the Village of Barrington Zoning Ordinance, the corporate authorities of the village may approve use of private or public parking areas for an outdoor cafe and/or other outdoor area, but subject to such other conditions as may be required by this article D, and/or by section 4.8, "Temporary Uses", of the zoning ordinance.
6. Unless otherwise approved in advance in writing by the village manager, or his or her designee, all of the tables, chairs, or other equipment used in the licensed area and the barriers erected to designate the same must be removed by the licensee each night and stored in a secured area outside of the public property at the termination of the conduct of business for each day, or unless a street closure has been previously approved by the corporate authorities of the village, in which case, said tables, chairs, or other equipment may remain on the respective closed street with the sole liability and risk for any items left overnight being on the licensee. At the termination of the license, whether by expiration or otherwise, the tables, chairs, and other equipment shall be immediately removed from the licensed area by the licensee in a permanently constructed building.

7. Prior to the village's issuance of and as a condition of the village's issuance of a license for any private use of public property for or in conjunction with any outdoor cafe or other outdoor area, licensees shall be required to execute an agreement for the use of village property and to hold harmless and indemnify the Village of Barrington, which agreement shall be substantially in the form set forth below:

AGREEMENT FOR THE USE OF VILLAGE PROPERTY AND TO HOLD HARMLESS AND INDEMNIFY THE VILLAGE OF BARRINGTON

a. By execution of this agreement for the use of village property and to hold harmless and indemnify the Village of Barrington (the "agreement"), to the greatest extent permitted by law, the applicant(s) shall and do hereby agree that they shall at all times and under all circumstances, indemnify, protect, defend and save harmless the village, its employees, officials, grantees, licensees, agents, lessees and invitees (the "village parties") from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and attorney fees which may be incurred in connection therewith) whether or not the claim, demand, or action asserted be meritorious, and which results from or is alleged to arise out of or in connection with, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal or existence of the encroachment(s) and obstruction(s) of or by the applicant(s) on, upon, and/or within the designated village premises, or the existence of the temporary license granted by the village to the applicant(s) herein; provided, however, in the event, if any such claim, damage, loss, demand, action, or cause of action (collectively herein referred to as "claim(s)") is asserted against the village or any of the village parties, the village shall furnish written notification thereof to the applicant(s), and the applicant(s), at their sole cost and expense, shall engage the services of an attorney reasonably satisfactory to the village who shall defend the village relative to any such claim before any court, board, commission or other governmental body exercising jurisdiction therein. No settlement or compromise of any such claim(s) against the village or any of the village parties shall be made unless agreed to in advance in writing by the village.

b. Nothing set forth in this agreement shall be deemed a waiver by the village of any defenses or immunities that are or would be otherwise available to the village or any village parties under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their Corporate Authorities, officers, employees, agents and volunteers under the common law of the state of Illinois or the United States of America. The provisions of this section shall survive the expiration or earlier termination of this agreement or renewal thereof.

c. Without limiting the applicant(s)' indemnification of the village as provided herein, the applicant(s) shall provide and maintain at its own expense at all times during the term of the temporary license which is the subject of this agreement the below listed policies of insurance or liability coverage covering the activities, services or operations of the applicant(s) relating to the designated

village premises and any outdoor cafe or other outdoor use area located thereon. All such insurance of the applicant(s) shall be secured through a carrier(s) satisfactory to the village. Satisfactory evidence of such insurance and any required endorsements will be delivered to the village manager, or his or her designee, at least seven days prior to the commencement of the applicant(s)' use and/or occupancy of the designated village premises. The village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

(1) *Commercial general liability.* The applicant(s) shall maintain $1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of $2,000,000 limit. The village, its officials, employees, agents and volunteers shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.

(2) *Liquor liability.* The applicant(s) shall maintain a minimum of $1,000,000 per occurrence for the sale and/or serving by the applicant(s) of alcoholic beverages on the designated village premises and require that any other party selling or serving alcoholic beverages on the designated village premises shall provide liquor liability insurance in the same amount with the village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

(3) All policies of insurance or liability coverage shall contain a waiver of subrogation as against the village, its official, employees, agents and volunteers except with respect to the sole negligence of the village.

d. The temporary license hereby granted to the applicant(s) authorizing the applicant(s)' use of the designated village premises, including but not limited to as any outdoor cafe or any outdoor private use area, if any, is specific only to the applicant(s), and not to any successor(s) and/or assign(s) of the applicant(s). This temporary license is not transferable and may be terminated by the village at any time whenever the corporate authorities of the village, or when the village manager, as their designee, determines, at their sole discretion, that such termination is necessary and/or appropriate for the public health, safety, and/or welfare of the village and its residents and/or to allow the use of the designated village premises for any municipal purpose upon written notice thereof by the village to the applicant(s) and, in addition, the applicant(s) shall, in such event, also be jointly and severally obligated to immediately remove any private improvements and/or personal property from the designated village premises if directed to do so by the village manager, or his or her designee.

e. The applicant(s) hereby agree to and do hereby release the village parties for damages to any personal property of the applicant(s) and/or any private improvements located on the designated village premises which may occur by the village and/or its contractor(s) relative to the installation, repair, maintenance, and/or replacement of any village utilities and/or other village improvements within the designated village premises or for damages to any and

all materials installed by or on behalf of the applicant(s) on, upon, over, and/or within the designated village premises.

f. The applicant(s) agree that in consideration of the issuance by the village of the temporary license herein granted to the applicant(s)' shall be solely responsible for replacement or repair of any damages to the designated village premises and/or to the private improvements installed on, upon, over, and/or within the designated village premises.

g. The applicant(s) shall in no way have or assert any right, title or interest in the designated village premises by reason of this agreement and/or the temporary license herein granted or the installation and/or maintenance of any personal property and/or private improvements of the applicant(s) on any village premises.

h. The applicant(s) shall, while this agreement is in effect, maintain their personal property and/or private improvements in good and safe condition as determined by the village manager, or his designee. The obligation and responsibility to maintain the applicant(s)' personal property and/or private improvements in good condition and, if requested by the village, to immediately remove the applicant(s)' personal property and/or private improvements and restore to good condition any village property, including the designated village premises, disturbed and/or otherwise affected by any such removal shall be the obligation and joint and several responsibility only of the applicant(s), at their sole cost and expense.

i. If the applicant(s) fail to fulfill the responsibilities set forth in this agreement, including but not limited to the complete removal of the applicant(s)' personal property and/or private improvements and restoration of the designated village premises disturbed and/or otherwise affected by such removal, then the village may, but shall not be obligated to do so, and the village shall have the right to recover from the applicant(s) any costs and expenses incurred by the village in fulfilling said responsibilities, together with reasonable attorneys' fees and other costs incurred by the village in fulfilling any such responsibilities.

j. The village, by the grant of the temporary license herein provided, assumes no obligation or responsibility for the maintenance of the applicant(s)' personal property and/or private improvements located on the designated village premises, which maintenance shall be the joint and several responsibility of only the applicant(s).

k. The provisions of this agreement shall survive any expiration or termination of the temporary license which is the subject of this agreement.

l. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this agreement.

The undersigned represents that he/she/they understand the terms and conditions of this agreement and has or have full authority to execute this agreement for the use of village property and to hold harmless and indemnify the Village of Barrington on behalf of the applicant(s).

Description of Designated Village Premises:

Agreed this _____ day of _____, 20___.

_____

(Name of Applicant(s))

_____

Signature of Authorized Person on behalf of Applicant(s)

_____

Title

8. By applying for a license for and operating an outdoor cafe or other outdoor use area on a portion of public property pursuant thereto, the applicant(s) agree to pay the village, its grantees, licensees, agents, lessees and invitees for any and all damage or injury (including death) to persons or property or any expense which they, or any of them, may sustain resulting from or arising out of or in connection with the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, or existence of encroachment(s) and/or obstruction(s) upon the licensed area, and/or from the existence of the license granted to the applicant(s).
9. During the entire term of the license granted to applicant(s), the licensee is required to and shall, at the licensee's sole cost and expense, obtain and maintain in full force and effect commercial general liability insurance issued by a company authorized to do business in Illinois, providing coverage in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the licensed area. The limits of such coverage shall be not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage and $2,000,000.00 general aggregate. Such insurance coverages shall also include liquor liability coverage in the same limits as the aforesaid commercial general liability coverage as well as dram shop coverage in the minimum statutory amounts in the event that a license has been or will be issued pursuant to this article, and if such licensed area shall be used for the sale or serving or consumption of alcoholic liquor(s). The village and its elected and appointed officers and officials, employees, grantees, licensees, agents, lessees and invitees shall be listed for all required coverages as additional insureds. The policy shall provide that the village shall be notified in writing of any changes to the policy including, but not limited to, any revocation or termination thereof, prior to the effective date of any change. The licensee shall also deliver to the village a certificate of such insurance in a form satisfactory to the village manager, or his or her designee, and, if requested by the village manager, or his or her designee, a true and correct copy of the insurance policy including the additional insured endorsements.
10. Upon the expiration of or the termination by the village of the license for any reason whatsoever, the licensee, at its sole cost and expense, shall immediately remove the licensee's personal property, private improvements, and/or any encroachment(s) or obstruction(s) in, on, within and/or affecting the licensed area and leave the licensed area and adjacent land in a condition substantially similar to the condition in which it was received and in a clean and orderly condition. The licensee, at its sole cost and expense, shall repair, replace or correct any damage to the licensed area arising out of or consequent upon or occurring during the term of such license.
11. Notwithstanding anything contained in this Village Code to the contrary, any license issued pursuant to this article may be terminated by the village at any time without notice. Upon such termination, at the sole option of the village but at the sole cost and expense of the licensee, the licensee shall immediately remove any of licensee's personal property, and any encroachment(s) or obstruction(s) from the public

property and cease the use granted hereby; and upon the failure of the licensee to remove such personal property, and/or any encroachment(s) or obstruction(s), the village may undertake or cause the removal of same and charge the cost of such removal to the licensee.

SECTION 5: Section 3-10-2, "Permit Requirements", of Chapter 10, "Garage, Rummage, and Similar Occasions Sales", of Title 3, "Business and License Regulations", of the Barrington Village Code is hereby deleted and shall be amended to read as follows:

3-10-2: ~~Permit Requirements: It shall be unlawful for any person to conduct or allow the conducting of an "occasional sale", as defined herein, on premises zoned or used for residential purposes without having applied for and received from the village manager or his designate a permit to conduct such sale. Permits shall be obtained by the applicant from the village manager or his designate by appearing in person or by mail, but no permit fee shall be charged. Each permit shall be readily available on the premises covered by the permit upon request of the village manager or his designate.~~ Reserved.

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

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

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

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

SECTION 10: The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

PASSED THIS 22 DAY OF April, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Johnson, Thelen, Wondra, Duncan, Morris, Rissi, President Darch

NAYS: None

ABSENT: None

ABSTAIN: None

RECUSE: None

APPROVED THIS 22 DAY OF April, 2024

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS

22ND DAY OF APRIL, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

PASSED THIS 23 DAY OF April, 2024.

[Seal]