

Attached is the agenda packet for the November 4, 2024 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

The Special Village Board meeting will begin at 5:15 PM at the Public Works Department (222 Oak Knoll Drive).

The Regular Village Board meeting will begin at 7:00 PM at Village Hall (65 Cedar Avenue).

All discussions and business will occur at the Village Board meeting. After consideration of the meeting minutes and accounts payable, the meeting will proceed to new and old business.

Please contact the Mayor if you have any questions or if you wish to attend the meeting electronically.

James McDonald, Mayor
Mary Konrad, Clerk
Christine McKinley, Treasurer



Trustees:
Allena Barbato
Scott Bartlett
Glenn McCollum
Jeff Nielsen
Tom O'Reilly
Doug Savell

AGENDA
VILLAGE OF LAKE VILLA
BOARD OF TRUSTEES – SPECIAL MEETING
November 4, 2024
5:15 p.m.

1. Call to Order – at Public Works Department (222 Oak Knoll Drive)
2. Tour of Public Works Department (5:15 p.m. - 5:45 p.m.)
3. Tour of Police Department (5:50 p.m. - 6:15 p.m.)
4. Demonstration on Police Technology (6:15 - 6:50 p.m.)
5. Public Comment
6. Adjournment

James McDonald, Mayor
Mary Konrad, Clerk
Christine McKinley, Treasurer



Trustees:
Allena Barbato
Scott Bartlett
Glenn McCollum
Jeff Nielsen
Tom O'Reilly
Doug Savell

AGENDA
VILLAGE OF LAKE VILLA
BOARD OF TRUSTEES – REGULAR MEETING
November 4, 2024
7:00 p.m.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes – October 21, 2024
5. Accounts Payable – November 4, 2024
6. Mayor
7. Staff Reports
8. Old Business
 - a. Discussion: Building Code Update
 - b. Resolution 2024-11-01: Resolution Approving an Amended Agreement for Sewage Disposal Entered Into By and Between the County of Lake, Illinois and the Village of Lake Villa, Illinois
 - c. Discussion: Transfer of Former Lakes Region Sanitary District Assets
9. New Business
 - a. Ordinance 2024-11-01: An Ordinance Approving FY2023 Transfers out of General Fund
 - b. Approval: FY2025/2026 Non-Binding Tax Levy Estimate
 - c. Approval: Purchase Order for the purchase of a 2025 Ford F-600 (Public Works Vehicle) from Rush Truck Center for \$76,310.00
 - d. Approval: Purchase Order for the upfit a of a 2025 Ford F-600 (Public Works Vehicle) from Knapheide Truck Equipment Center Chicago for \$83,349.53
10. Executive Session
11. Adjournment



DATE: October 30, 2024
TO: Village Board of Trustees
FROM: Michael Strong
Village Administrator
RE: Agenda Transmittal

Old Business

a. Discussion: Building Code Update

Staff Contact: Jake Litz, Assistant to the Village Administrator

At Monday night's Board meeting, Village Staff will seek direction from the Village Board on the outstanding Building Code Update items that were introduced during the October 7, 2024 Village Board Meeting. The primary item for discussion relates to Fire Sprinkler Requirements for residential and commercial/multi-family uses.

As a reminder, the State of Illinois recently passed legislation (Public Act 103-0510) which amends the Capital Development Board Act to require municipalities to adopt baseline building codes that have been published in the current year or preceding nine calendar years. Village staff is recommending the adoption of the 2018 International Code Council ("ICC") Cycle. Lake Villa is serviced by Lake County for all building plan reviews and building inspections. Since Lake County has also adopted the 2018 Code Cycle, the Village's adoption of the same Code would provide continuity and efficiency in reviewing Lake Villa permits and performing inspections.

Municipalities generally have the authority to amend sections of buildings codes, including the International Residential Code ("IRC"). However, they must follow specific legal and procedural guidelines to do so. In Illinois, non-home rule municipalities have more limited powers and typically need to comply with state laws that may restrict or guide how building codes can be modified. With respect to specific codes or sections within the IRC, a non-home rule municipality has the authority to adopt a code section as written by the ICC, the locally adopted codes, or amend the code section.

Therefore, a non-home rule municipality, like Lake Villa, has the authority to amend the IRC R313 code section (Automatic Fire Sprinkler Systems) to either require fire sprinklers in all new residential constructions or to remove the requirement for specific housing types like single-family homes, provided the municipality complies with all local and state processes.

Village Staff will seek direction on the following items:

- Whether or not to require fire sprinklers in new residential construction

- Whether or not to require fire sprinklers in all new commercial construction OR at what minimum square footage should fire sprinklers be required in new commercial construction
- Should wiring materials including the following be permitted 1) Rigid metal conduit (RMC), 2) Intermediate metal conduit (IMC), 3) Electrical metallic tubing (EMT)

Fire Marshal Dave Mohry from the Lake Villa Fire Protection District and Plan Reviewer Dave Modrzejewski from Lake County will be available to answer questions the Village Board may have at Monday night's meeting.

Attached in the agenda packet is a draft ordinance. The draft ordinance will still need to be amended prior to adoption pending outstanding items. The Board will formally consider the building code ordinance at the December 2, 2024 Village Board Meeting. The Village Board will also consider a fee schedule ordinance at the December 2, 2024 meeting that will directly relate to the building code ordinance.

b. Resolution 2024-11-01: Resolution Approving an Amended Agreement for Sewage Disposal Entered Into By and Between the County of Lake, Illinois and the Village of Lake Villa, Illinois

Staff Contact: Village Attorney Rebecca Bateman Alexopoulos, and Village Engineers Robert Doeringsfeld, Peter Kolb, Applied Technologies, Inc.

The Village Board is asked to consider and approve a restated and amended agreement between the Village of Lake Villa and Lake County for the disposal of sewage from certain areas within the corporate boundaries of the Village, which include the Cedar Ridge and Prairie Trail neighborhoods. The County and Village of Lake Villa previously entered into an Agreement for sewage disposal in 1991, which has since expired.

The Agreement, a copy of which is enclosed in the agenda packet, is essential for ensuring efficient wastewater management that serves the residents within these subdivisions. The aim of the Agreement is to secure long-term sustainability and capacity of our sanitary sewer system while also setting clear guidelines for maintenance, billing, and allocation of responsibilities between the respective parties. The Agreement also includes terms and conditions for managing system capacity to manage the potential future growth within the Village.

The Village Board discussed the Agreement and revised service area, during its Committee of the Whole meeting on February 12, 2024. During the meeting, Village Staff provided a history on the former agreement, reviewed the service area, and potential modifications that may be desirable to the Village.

If desired by the Village Board, approval of the Sanitary Sewage Disposal Agreement is recommended by Village Staff. If approved, staff will prepare an execution copy of the Agreement for consideration by the Village Board on November 4, 2024.

Suggested Motion: Motion to Approve the Lake County Sanitary Sewage Disposal Agreement between the Village of Lake Villa and Lake County, Illinois, and Authorization for the Mayor and Village Clerk to execute the Agreement in substantially the form attached hereto.

c. Discussion: Transfer of Former Lakes Region Sanitary District Assets

Staff Contact: Bob Doeringsfeld, Village Engineer

The Lakes Region Sanitary District (LRSD), previously responsible for certain sanitary and wastewater management services within specific regions of Lake County, including portions of Lake Villa, was officially dissolved in May 2023. Since 2019, Lake County Public Works has assumed the operations and maintenance of the District, and has been serving portions of Fox Lake, Lake Villa, Volo, Round Lake, Round Lake Beach, and unincorporated areas of Lake County.

Since this time, the County has been facilitating ongoing conversations with these municipalities relative to a framework that would allow for the equitable transfer of LRSD-owned assets, including infrastructure, land, and equipment, to municipalities that fall within the former District's boundaries. In May 2024, the Lake County Board adopted a resolution approving a policy to allow for the transferring of assets and responsibilities to specific municipalities. One of the impacts the Village deals with on an ongoing basis is having to reconcile sewer billing for Cedar Ridge and Prairie Trails subdivision.

Village Staff will present an overview of the final policy so that the Village Board may understand the expectations and processes associated with the possible transfer of these assets. Staff is recommending that the Village Board authorize the Village Administrator to coordinate with Lake County to begin initiation of the transfer process as outlined in the policy. Notification from the Village must be provided no later than May 2025, if there is an interest in accepting these assets from the County.

New Business

a. Ordinance 2024-11-01: An Ordinance Approving FY2023 Transfers out of General Fund

Staff Contact: Christine McKinley, Finance Director

The Village Board is asked to consider and approve a transfer of \$681,798 from the General Fund to the General Capital Fund to better align our General Fund balance with targeted reserve levels. This proposed amount reflects the excess added to the General Fund at the close of the last fiscal year, allowing us to direct surplus funds toward long-term capital improvements.

By reallocating these excess funds, the Village strengthens its ability to meet both operational needs and future capital demands without compromising financial stability. Following this transfer, we will schedule further discussions to evaluate additional contributions to the General Capital Fund to ensure continued support for planned and future capital projects.

Suggested Motion: Motion to Approve Ordinance 2024-11-01 Approving and Authorizing the Transfer of Funds from the Village's "General Fund" Account to the Village's "General Capital Fund" account.

b. Approval: FY2025/2026 Non-Binding Tax Levy Estimate

Staff Contact: Christine McKinley, Finance Director

The Truth in Taxation statute requires that the corporate authorities of each taxing district estimate the amount of its proposed aggregate tax levy not less than 20 days prior to the adoption of a tax levy ordinance. This estimate is used to determine whether a notice and public hearing is required. Consistent with the process utilized in previous years, it is recommended that the Village Board discuss its tax levy estimate during the November 4, 2024 meeting. The proposed tax levy process would include the following.

- November 4, 2024 – Discussion of 2024 tax levy estimate at Village Board meeting
- November 18, 2024 – 2024 Tax Levy Ordinance – First Reading
- December 2, 2024 – Second Reading/Final Approval of Tax Levy Ordinance

The tax levy cap (“PTELL”) applicable to the 2024 tax levy is 3.4%. The 2024 tax levy estimate for discussion during the Village Board meeting will be presented by the Village Attorney and Village Staff, which will reflect different options the Village Board.

Suggested Motion: The Village Board has determined that the amount of money estimated to be necessary to be raised by Tax Levy upon the taxable property of the Village based upon the prior year’s Tax Levy plus new construction, which 2024 Tax Levy payable in 2025 is in the aggregate estimated to be \$_____.

It was moved by _____ and seconded by _____ to approve the Village of Lake Villa estimated 2024 Tax Levy payable in 2025 in the amount of \$_____.

c. Approval: Purchase Order for the purchase of a 2025 Ford F-600 (Public Works Vehicle) from Rush Truck Center for \$76,310.00

Staff Contact: Ryan Horton, Superintendent of Public Works

The Village Board is asked to approve a Purchase Order with Rush Truck Center in the amount of \$76,310 for the purchase of one Ford F-600 Chassis to add to the Public Works fleet and replace current outdated fleet.

Effective winter road maintenance is a critical responsibility of the Public Works Department. Proper and working equipment is important to remove ice from roadways, parking lots, and other surfaces to ensure optimal visibility and traction for vehicles. The Public Works Department currently uses Internationals for snow and ice operations but is looking to use the smaller Ford F-600’s for these operations.

The purchase of the Ford F-600 would be the start of right sizing the fleet and we believe it would suit the needs to the Public Works Department for all operations. Putting a smaller plow truck on route using a brine pre-wet system should result in less salt needed, and a much lower purchase cost than an International. This purchase would replace Truck #6, a 1999 International 4900. Pricing for this Truck work was received through the Sourcewell Cooperative Purchasing Agreement. Below is an estimated

summary of the project budget:

FY2026 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Yes/No
General Fund – Fleet Contract Vehicle Maintenance 01-30-20-4230	\$255,000	\$76,310	Yes

Suggested Motion: Motion to Approve a Purchase Order for a Ford F-600 Chassis with Rush Truck Center in an amount not to exceed \$76,310.

- d. **Approval: Purchase Order for the upfit a of a 2025 Ford F-600 (Public Works Vehicle) from Knapheide Truck Equipment Center Chicago for \$83,349.53**

Staff Contact: Ryan Horton, Superintendent of Public Works

The Village Board is asked to approve a Purchase Order with Knapheide Truck Equipment Chicago in the amount of \$83,349.53 for the purchase of upfit which includes a snowplow, salt spreader/dump body w/ pre-wet system, hydraulics, and lighting system for a Ford F-600 to be used by the Public Works Department.

Effective winter road maintenance is a critical responsibility of the Public Works Department. Proper application of de-icing agents such as road salt and brine are essential to ensuring safe travel conditions during snow and ice events. These upfitting's are anticipated to result in less salt needed, which is better for roadways and stormwater management. Below is an estimated summary of the project budget:

FY2026 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Yes/No
General Fund – Fleet Contract Vehicle Maintenance 01-30-20-4230	\$255,000	\$83,349.53	Yes

Suggested Motion: Motion to Approve a Purchase Order for the upfit of a Ford F-600 with Salt Spreader, Hydraulics, and Wetting System not to exceed \$83,349.53.

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
October 21st, 2024**

Call to Order: Mayor McDonald called the meeting to order at 7:00 pm.

Present: Mayor McDonald, Village Clerk Konrad, Trustees: Nielsen, Barbato, O'Reilly Bartlett, and McCollum, Chief of Police Rochelle Tisinai, Village Administrator Mike Strong, Assistant to the Village Administrator Jake Litz, Village Attorney Rebecca Alexopoulos, Public Works Supervisors Ryan Horton and Jim Bowles. Trustee Savell was absent.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Bartlett, McCollum)

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Public Comment: None

Minutes: It was moved by Trustee Nielsen and seconded by Trustee O'Reilly to approve the October 7th, 2024 Village Board Meeting Minutes.

ROLL CALL VOTE WAS:

AYES: 4 (Nielsen, O'Reilly, Bartlett, McCollum)

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 1 (Barbato)

MOTION CARRIED

Finance: It was moved by Trustee Barbato and seconded by Trustee Bartlett to approve the account payable report for October 21st, 2024 in the amount of \$191,966.69

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Bartlett, McCollum)

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Mayor: Trick or Treat hours will be held on October 31st from 4-7pm.

Staff Reports: Public Works reported that the Meter replacement program is moving forward; Hydrant flushing is complete; due to concerns raised by a resident, Supervisor Bowles reached out to CLCJAWA regarding the fluoride in water, CLCJAWA stated they are monitoring the fluoride level and advised that the (IDPH) Illinois Department of Public Health sets the standard through regulations. The Public works department is conducting appropriate IDOT training with staff. The Police department announced a list of 17 candidates for the full time position available. A Police Commission meeting will be held on November 6th.

***New Business:* Ordinance 2024-10-03 and Ordinance 2024-10-04: Consideration of Redevelopment Agreements for a Proposed Redevelopment Project at the Property Located at 400 E. Grand Avenue (Citgo Station)**

Graham Enterprises, Inc. property owner and operator of Citgo station at the northeast corner of IL Route 83 and Grand Ave, has interest in redeveloping and modernizing the current property.

The Village Board previously approved Resolution 2021-05-01, which formally expressed the Village's intent to negotiate a redevelopment agreement to provide for reimbursement from Tax Increment Financing (TIF).

The proposal is to demolish the existing structures, remove/replace existing fueling tanks and bays and construct a new 6,000 square foot convenience store and retail tenant space on the property. The Developer is interested in starting the project by March 2025, with substantial completion by September 2026. The Developer is requesting the financial assistance to support the redevelopment project.

The proposed project aligns with the Village's economic development goals by enhancing a key commercial property that will result in increased property values, sales tax revenue, and generate additional retail opportunities.

The Developer was in attendance and presented on their redevelopment Project, discuss their goals and strategy, project timeline, and address questions from the Village Board.

It was moved by Trustee Nielsen and seconded by Trustee Bartlett to approve Ordinance 2024-10-04 approving a Redevelopment Agreement for a Proposed Redevelopment Project at 400 E. Grand Avenue.

ROLL CALL VOTE WAS:

AYES: 4 (Nielsen, O'Reilly, Bartlett, McCollum)

NAYS: 1 (Barbato)

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

It was moved by Trustee Nielsen and seconded Trustee O'Reilly to approve Ordinance 2024-10-04 approving an Economic Incentive Agreement for a Proposed Redevelopment Project at 400 E. Grand Avenue

ROLL CALL VOTE WAS:

AYES: 4 (Nielsen, O'Reilly, Bartlett, McCollum)

NAYS: 1 (Barbato)

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

***Old Business:* Discussion: Stormwater Master Plan Update**

In June 2023, the Village Board approved a contract with Baxter & Woodman to study stormwater improvements at various locations within the Village with known flooding hazards. The locations that were studied include:

- Park Avenue

- Sun Lake Court
- Steven Sherwood Memorial Park (Including Kevin Avenue and Laurie Court)

As we move forward, Village staff will continue to explore funding including both capital funding capacity and state and federal grants.

Discussion: FY2026 Budget Priority and Goal Discussion

The Village Board discussed budget priorities and goals for the FY2026 fiscal year budget.

Adjournment: It was moved by Trustee Barbato and seconded by Trustee Nielsen to adjourn at 9:09 pm.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, O'Reilly, Bartlett, McCollum)

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

APPROVED BY ME THIS _____, November, 2024

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 10/22/2024 - 11/04/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
AMAZON CAPITAL SERVICES									
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES- 35%	CAMBRIDGE NOTEBOOK- CHI	15.33	01-10-60-4810	7,350.00	3,488.89		
GENERAL FUND	STREETS	SUPPLIES	STREET SUPPLIES	35.88	01-41-40-4940	17,000.00	10,840.95		
			Vendor Total:	51.21					
ANTIOCH AUTO PARTS									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	PD SCALES	2.21	01-30-60-4930	53,000.00	31,879.98		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	PAINT STRIPER	13.86	01-30-60-4930	53,000.00	31,879.98		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 274	260.97	01-30-60-4930	53,000.00	31,879.98		
WATER & SEWER	WATER	VEHICLE SUPPLIES	SQUAD 274	43.50	60-42-60-4930	9,000.00	3,297.25		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SQUAD 274	43.49	60-43-60-4930	9,000.00	3,297.27		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 274	104.41	01-30-60-4930	53,000.00	31,879.98		
WATER & SEWER	WATER	VEHICLE SUPPLIES	SQUAD 274	17.40	60-42-60-4930	9,000.00	3,297.25		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SQUAD 274	17.40	60-43-60-4930	9,000.00	3,297.27		
			Vendor Total:	503.24					
BAXTER & WOODMAN									
GENERAL FUND	ADMINISTRATIVE	MANAGED GIS SERVICES-	PROJECT 2400510.00/ PH	196.77	01-10-20-5216	4,940.00	3,512.31		
WATER & SEWER	WATER	MANAGED GIS SERVICES-	PROJECT 2400510.00/ PH	393.54	60-42-20-5216	9,880.00	7,024.62		
WATER & SEWER	SEWER	MANAGED GIS SERVICES-	PROJECT 2400510.00/ PH	393.55	60-43-20-5216	9,880.00	7,024.60		
			Vendor Total:	983.86					
BROOKS-ALLAN									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ROB	138.60	01-20-60-4170	40,000.00	14,144.38		
			Vendor Total:	138.60					
BURRIS EQUIPMENT CO.									
GENERAL FUND	STREETS	STORM SEWERS	EQUIPMENT RENTAL	91.20	01-41-40-4241	64,000.00	5,306.69		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	HOSE CONNECTOR	11.96	01-30-60-4930	53,000.00	31,879.98		
WATER & SEWER	WATER	VEHICLE SUPPLIES	HOSE CONNECTOR	1.99	60-42-60-4930	9,000.00	3,297.25		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	HOSE CONNECTOR	1.99	60-43-60-4930	9,000.00	3,297.27		
			Vendor Total:	107.14					
CASH									
GENERAL FUND	POLICE	MISCELLANEOUS	WALGREENS	13.00	01-20-60-5190	8,000.00	2,655.63		
GENERAL FUND	POLICE	MISCELLANEOUS	MISCELLANEOUS- CLEANIN	13.44	01-20-60-5190	8,000.00	2,655.63		
GENERAL FUND	POLICE	MISCELLANEOUS	MENARDS- K CUP- COFFEE	91.51	01-20-60-5190	8,000.00	2,655.63		
GENERAL FUND	POLICE	MISCELLANEOUS	WALGREENS- MISCELLANEO	29.49	01-20-60-5190	8,000.00	2,655.63		
GENERAL FUND	POLICE	MISCELLANEOUS	POSTAGE- CERTIFIED MAI	10.72	01-20-60-5190	8,000.00	2,655.63		
			Vendor Total:	158.16					
CHICAGO PARTS & SOUND, LLC									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	BATTERY	111.85	01-30-60-4930	53,000.00	31,879.98		
			Vendor Total:	111.85					
COMCAST CABLE									
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	222 OAK KNOLL DR OFC	44.21	01-46-60-4420	34,700.00	12,279.36		
WATER & SEWER	WATER	TELEPHONE	222 OAK KNOLL DR OFC	7.37	60-42-60-4420	3,300.00	2,085.40		
WATER & SEWER	SEWER	TELEPHONE	222 OAK KNOLL DR OFC	7.37	60-43-60-4420	3,000.00	2,085.40		
			Vendor Total:	58.95					
CONCRETE SOLUTIONS & SUPPLY, INC.									
GENERAL FUND	STREETS	SUPPLIES	MALE AIR HOSE COUPLING	6.50	01-41-40-4940	17,000.00	10,840.95		
			Vendor Total:	6.50					
CONSERV FS, INC.									
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	590.800 GAL UNL GAS	1,256.63	01-30-60-4820	83,500.00	33,876.19		
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	590.800 GAL UNL GAS	209.44	60-42-60-4820	14,000.00	5,646.03		
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	590.800 GAL UNL GAS	209.44	60-43-60-4820	14,000.00	5,646.03		
			Vendor Total:	1,675.51					
DOOR TECH OF ANTIOCH									
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	SERVICE CALL	225.00	01-46-40-4210	10,610.00	10,538.85		OVER
			Vendor Total:	225.00					
DYNEGY ENERGY SERVICES									
WATER & SEWER	WATER	OSS RAILROAD AVE/ W/ S	JULY 2024- 07/19/2024-	150.91	60-42-40-4660	60,000.00	27,291.85		
GENERAL FUND	STREETS	SS CEDAR 1 W WISCONSIN	JULY 2024- 07/19/2024-	286.79	01-41-40-4660	135,000.00	65,600.29		
WATER & SEWER	SEWER	910 PARK AVE / LIFT S	JULY 2024- 07/19/2024-	96.55	60-43-40-4660	40,000.00	17,572.30		

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 10/22/2024 - 11/04/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Table with columns: Fund, Department, Line Item, Item Description, Amount, Account Number, Budget, Total YTD, Over Budget. Includes entries for various funds like GENERAL FUND, MANSION FUND, and specific vendors like EAGLE POINT GUN/ T J MORRIS & SONS, FACTORY MOTOR PARTS CO., and GALL'S, LLC.

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 10/22/2024 - 11/04/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- PAU:	127.39	01-20-60-4170	40,000.00	14,144.38		
			Vendor Total:	671.77					
GEWALT HAMILTON ASSOCIATES, INC.									
GENERAL CAPITAL FUND	BUILDINGS & GROUNDS	CAPITAL IMPROVEMENTS	- PROJECT 5875.100/ LAKE	5,709.00	90-46-60-5100	370,500.00	98,001.96		
			Vendor Total:	5,709.00					
GRAINGER									
GENERAL CAPITAL FUND	ADMINISTRATIVE	CAPITAL IMPROVEMENTS	- MANSION LIFTSTATION	123.90	90-10-60-5100	223,644.00	108,075.78		
			Vendor Total:	123.90					
HIGHSTAR TRAFFIC									
GENERAL FUND	STREETS	MAINTENANCE - SIGNS &	STREET NAME SIGNS	104.45	01-41-40-4270	7,500.00	5,907.77		
			Vendor Total:	104.45					
HYDRAULIC SERVICE & REPAIR INC									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	WOOD CHIPPER	25.03	01-30-60-4930	53,000.00	31,879.98		
			Vendor Total:	25.03					
ID NETWORKS									
GENERAL FUND	POLICE	SOFTWARE LICENSES	ANNUAL SERVICE MAINTEN:	4,213.00	01-20-60-5213	29,961.00	10,891.07		
			Vendor Total:	4,213.00					
IML RISK MANAGEMENT ASSOCIATION									
LIABILITY INSURANCE FUN		LIABILITY INSURANCE EXI	2025 ILLINOIS MUNICIPAL	247,090.00	10-00-00-4680	244,750.66	2,746.00		OVER
GENERAL CAPITAL FUND		OTHER REVENUE	REFUND FOR CLAIM # 240:	25,684.47	90-00-00-3890	0.00	41,684.47		OVER
			Vendor Total:	272,774.47					
IMPERIAL SUPPLIES LLC									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SHOP SUPPLIES	309.73	01-30-60-4930	53,000.00	31,879.98		
			Vendor Total:	309.73					
JACOBSEN EXCAVATING, INC.									
GENERAL FUND	STREETS	SUPPLIES	LIMESTONE	1,260.00	01-41-40-4940	17,000.00	10,840.95		
			Vendor Total:	1,260.00					
KEITH LAMANNA									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	REIMBURSEMENT- DISCOUN'	202.00	01-20-60-4170	40,000.00	14,144.38		
			Vendor Total:	202.00					
LAKE COUNTY PUBLIC WORKS									
WATER & SEWER	SEWER	COUNTY CHARGES	SEWER AND SURCHARGE 07,	100,602.46	60-43-40-4350	680,000.00	203,541.18		
WATER & SEWER	SEWER	COUNTY SURCHARGE	SEWER AND SURCHARGE 07,	8,409.00	60-43-40-4351	55,000.00	16,815.00		
			Vendor Total:	109,011.46					
LAKE COUNTY TREASURER									
GENERAL FUND	STREETS	MAINTENANCE - STREETS	2024 ROAD STRIPING	809.60	01-41-40-4240	95,000.00	85,852.54		
GENERAL FUND	STREETS	MAINTENANCE - SIGNS &	SIGN SHOP/ SEPTEMBER 21	565.92	01-41-40-4270	7,500.00	5,907.77		
			Vendor Total:	1,375.52					
MCGILL LANDSCAPING, INC.									
DEVELOPER ESCROWS		LAKE VILLA TOWNSHIP BA	TOPSOIL	135.00	03-00-30-2289	0.00	1,132.87		OVER
			Vendor Total:	135.00					
MENARDS - GURNEE									
WATER & SEWER	WATER	SUPPLIES - WATER	KBTU PAC	149.99	60-42-40-4950	35,000.00	7,441.11		
WATER & SEWER	SEWER	SUPPLIES - SEWER	KBTU PAC	150.00	60-43-40-4950	30,000.00	5,207.99		
			Vendor Total:	299.99					
MILLBURN TREE FARM									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	MULCH	273.00	01-46-40-4911	20,000.00	9,609.47		
			Vendor Total:	273.00					
MOTOROLA SOLUTIONS, INC.									
GENERAL FUND	POLICE	SOFTWARE LICENSES	REDACTIVE SINGLE USER :	5,895.00	01-20-60-5213	29,961.00	10,891.07		
			Vendor Total:	5,895.00					
NATIONAL PROPERTY CONSULTING GROUP									
GENERAL CAPITAL FUND	ADMINISTRATIVE	CAPITAL IMPROVEMENTS	- PROJECT 24-2182/ PUBLI	1,750.00	90-10-60-5100	223,644.00	108,075.78		
			Vendor Total:	1,750.00					
NICOR GAS									
WATER & SEWER	SEWER	NATURAL GAS	725 E GRAND AVE #4	140.98	60-43-40-4610	15,000.00	4,352.86		
			Vendor Total:	140.98					
NORTH EAST MULTI-REGIONAL TRAINING									

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 10/22/2024 - 11/04/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
GENERAL FUND	POLICE	TRAINING/TRAVEL	BASIC DIGNITARY PROTEC'	250.00	01-20-60-4530	19,500.00	17,267.16		
GENERAL FUND	POLICE	TRAINING/TRAVEL	ONLINE DRUG DEALING ANI	80.00	01-20-60-4530	19,500.00	17,267.16		
			Vendor Total:	330.00					
NORTHWESTERN UNIVERSITY									
GENERAL FUND	POLICE	TRAINING/TRAVEL	NINA LARSON, ID: CPS13:	1,295.00	01-20-60-4530	19,500.00	17,267.16		
			Vendor Total:	1,295.00					
PAYNE & DOLAN, INC									
GENERAL FUND	STREETS	MAINTENANCE - STREETS	3/7 " TB/ 7/8 X 5/8 ST	4,405.72	01-41-40-4240	95,000.00	85,852.54		
GENERAL FUND	STREETS	MAINTENANCE - STREETS	STREET MAINT- PAVEMENT	955.53	01-41-40-4240	95,000.00	85,852.54		
			Vendor Total:	5,361.25					
PITNEY BOWES BANK IN PURCHASE POWER									
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	POSTAGE	66.23	01-10-60-4810	7,350.00	3,488.89		
GENERAL FUND	POLICE	OFFICE SUPPLIES	POSTAGE	66.23	01-20-60-4810	12,000.00	2,390.26		
WATER & SEWER	WATER	OFFICE SUPPLIES	POSTAGE	28.39	60-42-60-4810	5,800.00	2,690.32		
WATER & SEWER	SEWER	OFFICE SUPPLIES	POSTAGE	28.39	60-43-60-4810	5,800.00	2,532.86		
			Vendor Total:	189.24					
POMP'S TIRE SERVICE									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 270	594.00	01-30-60-4930	53,000.00	31,879.98		
			Vendor Total:	594.00					
RAY CHRYSLER DODGEJEEP RAM									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	AC PAD KIT/ ROTOR BRA	875.25	01-30-60-4930	53,000.00	31,879.98		
			Vendor Total:	875.25					
RAY SCHRAMER & CO									
GENERAL FUND	STREETS	STORM SEWERS	CULVERT PIPE	645.75	01-41-40-4241	64,000.00	5,306.69		
			Vendor Total:	645.75					
REINDERS INC.									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	PARK SUPPLIES	767.25	01-46-40-4911	20,000.00	9,609.47		
			Vendor Total:	767.25					
RYDIN DECAL									
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	2025 BUSINESS REGISTRA'	383.46	01-10-60-4810	7,350.00	3,488.89		
			Vendor Total:	383.46					
SHERWIN INDUSTRIES, INC									
GENERAL FUND	STREETS	MAINTENANCE - STREETS	SUPER SHOT 125DC RENTA'	1,950.00	01-41-40-4240	95,000.00	85,852.54		
			Vendor Total:	1,950.00					
TESKA ASSOCIATES, INC.									
GENERAL FUND	ADMINISTRATIVE	PLANNER	LAK15-63-LAKE VILLA COI	1,145.00	01-10-20-4380	20,000.00	7,848.18		
GENERAL CAPITAL FUND	ADMINISTRATIVE	CAPITAL IMPROVEMENTS -	LAK15-63-LAKE VILLA COI	2,192.50	90-10-60-5100	223,644.00	108,075.78		
			Vendor Total:	3,337.50					
THOMPSON ELEVATOR									
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	1 ELEVATOR INSPECTION	41.00	01-10-20-4392	65,000.00	44,295.71		
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	5 ELEVATOR CODE INSP/ :	226.00	01-10-20-4392	65,000.00	44,295.71		
			Vendor Total:	267.00					
USA BLUE BOOK									
WATER & SEWER	WATER	SUPPLIES - WATER	HYDRANT EXTENSION KIT	1,361.90	60-42-40-4950	35,000.00	7,441.11		
			Vendor Total:	1,361.90					
VERIZON WIRELESS									
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	SEPT 17- OCT 16	600.72	01-46-60-4420	34,700.00	12,279.36		
WATER & SEWER	WATER	TELEPHONE	SEPT 17- OCT 16	100.12	60-42-60-4420	3,300.00	2,085.40		
WATER & SEWER	SEWER	TELEPHONE	SEPT 17- OCT 16	100.12	60-43-60-4420	3,000.00	2,085.40		
			Vendor Total:	800.96					
WAREHOUSE DIRECT									
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- C FOL	18.52	60-43-60-4810	5,800.00	2,532.86		
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- C FOL	18.52	60-42-60-4810	5,800.00	2,690.32		
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- C FOL	43.21	01-10-60-4810	7,350.00	3,488.89		
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- C FOL	43.20	01-20-60-4810	12,000.00	2,390.26		
			Vendor Total:	123.45					
			Grand Total:	445,880.92					

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: AMA AMAZON CAPITAL SERVICES		
1XHP-KWX1-CWVQ	CAMBRIDGE NOTEBOOK- CHRISTINE	15.33
11T7-MRTC-9YFF	STREET SUPPLIES	35.88
TOTAL VENDOR AMA AMAZON CAPITAL SERVICES		51.21
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
501271	PD SCALES	2.21
497968	PAINT STRIPER	13.86
496748	SQUAD 274	347.96
SQUAD 274	SQUAD 274	139.21
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		503.24
VENDOR CODE: BAXWOO BAXTER & WOODMAN		
0265032	PROJECT 2400510.00/ PHASE II GIS IMPLEMA	983.86
TOTAL VENDOR BAXWOO BAXTER & WOODMAN		983.86
VENDOR CODE: BROALA BROOKS-ALLAN		
47853	UNIFORM ALLOWANCE- ROBIN GESINSKI	138.60
TOTAL VENDOR BROALA BROOKS-ALLAN		138.60
VENDOR CODE: BUREQU BURRIS EQUIPMENT CO.		
PS1034988-1	HOSE CONNECTOR	15.94
RC1028567-1	EQUIPMENT RENTAL	91.20
TOTAL VENDOR BUREQU BURRIS EQUIPMENT CO.		107.14
VENDOR CODE: CASH CASH		
10172023	WALGREENS	13.00
10172024	MISCELLANEOUS- CLEANING SUPPLIES	13.44
10172024	MENARDS- K CUP- COFFEE	91.51
10172024	WALGREENS- MISCELLANEOUS SUPPLIES	29.49
10172024	POSTAGE- CERTIFIED MAIL	10.72
TOTAL VENDOR CASH CASH		158.16
VENDOR CODE: COMCAB COMCAST CABLE		
10282024	222 OAK KNOLL DR OFC	58.95
TOTAL VENDOR COMCAB COMCAST CABLE		58.95
VENDOR CODE: CONF S CONSERV FS, INC.		
102031102	590.800 GAL UNL GAS	1,675.51
TOTAL VENDOR CONF S CONSERV FS, INC.		1,675.51
VENDOR CODE: CONSOL CONCRETE SOLUTIONS & SUPPLY, INC.		
M1890	MALE AIR HOSE COUPLING	6.50
TOTAL VENDOR CONSOL CONCRETE SOLUTIONS & SUPPLY, IN		6.50
VENDOR CODE: CPS CHICAGO PARTS & SOUND, LLC		
32-0075787	BATTERY	111.85
TOTAL VENDOR CPS CHICAGO PARTS & SOUND, LLC		111.85
VENDOR CODE: DOOTEC DOOR TECH OF ANTIOCH		

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: DOOTEC DOOR TECH OF ANTIOCH		
LV17289	SERVICE CALL	225.00
TOTAL VENDOR DOOTEC DOOR TECH OF ANTIOCH		225.00
VENDOR CODE: DYNENE DYNEGY ENERGY SERVICES		
030000396753	JULY 2024- 07/19/2024- 08/18/2024	8,253.73
010000052442	AUGUST 2024- 08/19/24- 09/17/2024	8,117.30
TOTAL VENDOR DYNENE DYNEGY ENERGY SERVICES		16,371.03
VENDOR CODE: EAGPOIGUN EAGLE POINT GUN/ T J MORRIS & SONS		
122913	RANGE & SUPPLIES	2,940.00
TOTAL VENDOR EAGPOIGUN EAGLE POINT GUN/ T J MORRIS		2,940.00
VENDOR CODE: FACMOTPAR FACTORY MOTOR PARTS CO.		
162-191556	CREDIT FOR INV 50-5527657	(16.00)
162-191322	CREDIT INVOCE 162-160439	(131.44)
1-10188365	SHOP SUPPLIES	141.00
TOTAL VENDOR FACMOTPAR FACTORY MOTOR PARTS CO.		(6.44)
VENDOR CODE: GALL'S GALL'S, LLC		
029261191	UNIFORM ALLOWANCE- ROBIN GESINSKI	80.59
029182521	UNIFORM ALLOWANCE- JOHN BHAGHDASARIAN	164.74
029158769	UNIFORM ALLOWANCE- MICHAEL MORALES	299.05
029203025	UNIFORM ALLOWANCE- PAUL DAVIES	127.39
TOTAL VENDOR GALL'S GALL'S, LLC		671.77
VENDOR CODE: GEWHAM GEWALT HAMILTON ASSOCIATES, INC.		
5875.100-15	PROJECT 5875.100/ LAKE VILLA -GRAND AVE	5,709.00
TOTAL VENDOR GEWHAM GEWALT HAMILTON ASSOCIATES, INC		5,709.00
VENDOR CODE: GRAINGER GRAINGER		
9289608185	MANSION LIFTSTATION	123.90
TOTAL VENDOR GRAINGER GRAINGER		123.90
VENDOR CODE: HIGSTA HIGHSTAR TRAFFIC		
8875	STREET NAME SIGNS	104.45
TOTAL VENDOR HIGSTA HIGHSTAR TRAFFIC		104.45
VENDOR CODE: HYDSER HYDRAULIC SERVICE & REPAIR INC		
392558	WOOD CHIPPER	25.03
TOTAL VENDOR HYDSER HYDRAULIC SERVICE & REPAIR INC		25.03
VENDOR CODE: IDNET ID NETWORKS		
283-131	ANNUAL SERVICE MAINTENANCE FEE/ FINGER R	4,213.00
TOTAL VENDOR IDNET ID NETWORKS		4,213.00
VENDOR CODE: ILMUNLEA IML RISK MANAGEMENT ASSOCIATION		
10012024	2025 ILLINOIS MUNICIPAL LEAGUE MEMBERSHI	247,090.00
10282024	REFUND FOR CLAIM # 24050M350984	25,684.47

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ILMUNLEA IML RISK MANAGEMENT ASSOCIATION		
TOTAL VENDOR ILMUNLEA IML RISK MANAGEMENT ASSOCIATI		272,774.47
VENDOR CODE: IMPSUP IMPERIAL SUPPLIES LLC		
I001BM3748 SHOP SUPPLIES		309.73
TOTAL VENDOR IMPSUP IMPERIAL SUPPLIES LLC		309.73
VENDOR CODE: JACEXCA JACOBSEN EXCAVATING, INC.		
1303 LIMESTONE		1,260.00
TOTAL VENDOR JACEXCA JACOBSEN EXCAVATING, INC.		1,260.00
VENDOR CODE: KEILAM KEITH LAMANNA		
10282024 REIMBURSEMENT- DISCOUNTED ASP EQUIPMENT		202.00
TOTAL VENDOR KEILAM KEITH LAMANNA		202.00
VENDOR CODE: LAKCOUTRE LAKE COUNTY TREASURER		
430036243 2024 ROAD STRIPING		809.60
430036211 SIGN SHOP/ SEPTEMBER 2024- BALSAM/ COVE		565.92
TOTAL VENDOR LAKCOUTRE LAKE COUNTY TREASURER		1,375.52
VENDOR CODE: LCPUBWKS LAKE COUNTY PUBLIC WORKS		
10222024 SEWER AND SURCHARGE 07/16/2024- 0916/202		109,011.46
TOTAL VENDOR LCPUBWKS LAKE COUNTY PUBLIC WORKS		109,011.46
VENDOR CODE: MCGLAN MCGILL LANDSCAPING, INC.		
22387MG TOPSOIL		135.00
TOTAL VENDOR MCGLAN MCGILL LANDSCAPING, INC.		135.00
VENDOR CODE: MENARDS MENARDS - GURNEE		
13943 KBTU PAC		299.99
TOTAL VENDOR MENARDS MENARDS - GURNEE		299.99
VENDOR CODE: MILTRE MILLBURN TREE FARM		
08072024 MULCH		273.00
TOTAL VENDOR MILTRE MILLBURN TREE FARM		273.00
VENDOR CODE: MOTSOL MOTOROLA SOLUTIONS, INC.		
8281996823 REDACTIVE SINGLE USER LIC		5,895.00
TOTAL VENDOR MOTSOL MOTOROLA SOLUTIONS, INC.		5,895.00
VENDOR CODE: NATPRO NATIONAL PROPERTY CONSULTING GROUP		
3671 PROJECT 24-2182/ PUBLIC WORKS FACILITY-		1,750.00
TOTAL VENDOR NATPRO NATIONAL PROPERTY CONSULTING GF		1,750.00
VENDOR CODE: NEMRT NORTH EAST MULTI-REGIONAL TRAINING		
363360 BASIC DIGNITARY PROTECTION FOR LAW ENFOR		250.00
363419 ONLINE DRUG DEALING AND UNDER COVER INVE		80.00
TOTAL VENDOR NEMRT NORTH EAST MULTI-REGIONAL TRAINI		330.00
VENDOR CODE: NICOR NICOR GAS		

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: NICOR NICOR GAS		
10292024-1087	725 E GRAND AVE #4	140.98
TOTAL VENDOR NICOR NICOR GAS		140.98
VENDOR CODE: NORUNI NORTHWESTERN UNIVERSITY		
26235	NINA LARSON, ID: CPS132953/ CRASH INVEST	1,295.00
TOTAL VENDOR NORUNI NORTHWESTERN UNIVERSITY		1,295.00
VENDOR CODE: PAYDOL PAYNE & DOLAN, INC		
10-00023994	STREET MAINT- PAVEMENT PATCHING	955.53
10-00023242	3/7 " TB/ 7/8 X 5/8 STONE	4,405.72
TOTAL VENDOR PAYDOL PAYNE & DOLAN, INC		5,361.25
VENDOR CODE: PITBOWES PITNEY BOWES BANK IN PURCHASE POWER		
3106884448	POSTAGE	189.24
TOTAL VENDOR PITBOWES PITNEY BOWES BANK IN PURCHASE		189.24
VENDOR CODE: POMPS POMP'S TIRE SERVICE		
2100014773	SQUAD 270	594.00
TOTAL VENDOR POMPS POMP'S TIRE SERVICE		594.00
VENDOR CODE: RAYCHR RAY CHRYSLER DODGEJEEP RAM		
38893CHR	AC PAD KIT/ ROTOR BRA	875.25
TOTAL VENDOR RAYCHR RAY CHRYSLER DODGEJEEP RAM		875.25
VENDOR CODE: RAYSCH RAY SCHRAMER & CO		
168102	CULVERT PIPE	645.75
TOTAL VENDOR RAYSCH RAY SCHRAMER & CO		645.75
VENDOR CODE: REIINC REINDERS INC.		
2950814-00	PARK SUPPLIES	767.25
TOTAL VENDOR REIINC REINDERS INC.		767.25
VENDOR CODE: RYDDEC RYDIN DECAL		
PS-INV124453	2025 BUSINESS REGISTRATION STICKERS	383.46
TOTAL VENDOR RYDDEC RYDIN DECAL		383.46
VENDOR CODE: SHEIND SHERWIN INDUSTRIES, INC		
SS104827	SUPER SHOT 125DC RENTAL PER WEEK	1,950.00
TOTAL VENDOR SHEIND SHERWIN INDUSTRIES, INC		1,950.00
VENDOR CODE: TESASS TESKA ASSOCIATES, INC.		
14663	LAK15-63-LAKE VILLA CONTINUING SERVICES	3,337.50
TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.		3,337.50
VENDOR CODE: THOELE THOMPSON ELEVATOR		
24-2186	1 ELEVATOR INSPECTION	41.00
24-2101	5 ELEVATOR CODE INSP/ 3 CERTIFICATES	226.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: THOELE THOMPSON ELEVATOR		
	TOTAL VENDOR THOELE THOMPSON ELEVATOR	267.00
VENDOR CODE: USABLU USA BLUE BOOK		
INV00515851	HYDRANT EXTENSION KIT	1,361.90
	TOTAL VENDOR USABLU USA BLUE BOOK	1,361.90
VENDOR CODE: VERWIR VERIZON WIRELESS		
9976498545	SEPT 17- OCT 16	800.96
	TOTAL VENDOR VERWIR VERIZON WIRELESS	800.96
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
5811119-0	OFFICE SUPPLIES- C FOLD TOWELS	123.45
	TOTAL VENDOR WARDIR WAREHOUSE DIRECT	123.45
GRAND TOTAL:		445,880.92

10/29/24

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2024-____-____

AN ORDINANCE AMENDING
THE VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: Title 8, "Building Regulations")

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE VILLAGE OF LAKE VILLA

THIS ____ DAY OF _____, 2024

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this ____ day of _____, 2024.

AN ORDINANCE AMENDING
THE VILLAGE OF LAKE VILLA VILLAGE CODE

(Title 8, “Building Regulations”)

WHEREAS, the Corporate Authorities of the Village of Lake Villa have determined that it is in the best interests of the Village and its residents to amend Title 8, “Building Regulations”, of the Village of Lake Villa Village Code as set forth herein:

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois, as follows:

SECTION 1: The Mayor and Board of Trustees 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 each such recitals had been set forth herein in their entirety.

SECTION 2: Section 8-4-1, “Building Codes Adopted”, of Chapter 4, “Other Building Codes Adopted”, of Title 8, “Building Regulations”, of the Village of Lake Villa Village Code is hereby deleted in its entirety, and a new Section 8-4-1, “Building Codes Adopted”, is hereby inserted in lieu thereof, which new Section shall read as set forth on Exhibit A attached hereto and thereby made a part hereof.

SECTION 3: Title 8, “Building Regulations”, of the Village of Lake Villa Village Code is hereby amended by the deletion in their entirety of the following two (2) chapters:

- (1) Chapter 2, “One and Two-Family Dwelling Code Minimum Planning Requirements”, and
- (2) Chapter 3, “One- and Two-Family Dwelling Code Minimum Construction Requirements”.

SECTION 4: Section 8-4-6, “International Property Maintenance Code; Adoption”, of Chapter 4, “Other Building Codes Adopted”, of Title 8, “Building Regulations”, of the Village of Lake Villa Village Code is hereby amended to read as follows:

8-4-6: INTERNATIONAL PROPERTY MAINTENANCE CODE; ADOPTION:

The International Property Maintenance Code, ~~2012~~ 2018 Edition, and all appendices, which shall sometimes be referred to herein as the “Lake Villa Property Maintenance Code” or as the “Property Maintenance Code”, which code and appendices have been on file for inspection and/or for copying by the public in the Office of the Village Clerk for at least thirty (30) days prior to the adoption hereof, is hereby adopted by reference, and made a part of this Title except for such deletions or substitutions of sections as hereinafter provided, and the following additions and/or amendments to the Lake Villa Property Maintenance Code shall also be and are hereby adopted and approved:

A. General Amendments:

1. In all chapters and sections of the Property Maintenance Code where the “name of jurisdiction” is written, insert “Village of Lake Villa”, and where “chief appointing authority” is written, insert “Mayor and Board of Trustees”;
2. In all chapters and sections of the Property Maintenance Code the Village Administrator, or his designee, is designated as the Code Official;
3. In all chapters and sections of the Property Maintenance Code where “international handicapped accessibility code” is written, insert “currently adopted State of Illinois Accessibility Code”;
4. In all chapters and sections of the Property Maintenance Code where “ICC Electrical Code” is written, insert “the National Electrical Code – ~~1999~~ 2017 Edition as adopted”.
5. In all chapters and sections of the Property Maintenance Code where “International Plumbing Code” is written, insert “the State of Illinois Plumbing Code as adopted”.

B. Administration: The International Property Maintenance Code, ~~2012~~ 2018 Edition, as hereby adopted, shall be amended as follows:

- (1) Section 102.3 of the International Property Maintenance Code is hereby deleted, and in lieu thereof, a new Section 102.3 is hereby adopted, which shall provide as follows:

“102.3, Application Of Other Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the title 8, "Building Regulations", of the Lake Villa village code, and such codes as adopted therein from time to time. Wherever this property maintenance code refers to the international zoning code, such reference shall be construed to mean the Lake Villa zoning ordinance. Nothing in this property maintenance code shall be construed to cancel, modify or set aside any provision(s) of the Lake Villa zoning ordinance.”
- (2) Section 103.1, "General", shall be amended to read as follows:

“103.1, General. The executive official in charge thereof shall be known as the code office, or the village administrator, or his designee.”

- (3) Section 103.5, “Fees”, shall be amended to read as follows:

“103.5, Fees. In addition to any other fees charged by the Village, there shall be an inspection fee charged ~~of fifty dollars (\$50.00)~~ per inspection in an amount as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, for any inspection conducted by the code official pursuant to this Property Maintenance Code.”

- (4) Section 106.4 of the International Property Maintenance Code is hereby deleted, and in lieu thereof, a new Section 106.4 is hereby adopted, which shall provide as follows:

“106.4, Violation Penalties. Any person who shall violate any provision of this property maintenance code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or any officer or employee of the village duly authorized by the village administrator, or his designee, or of a permit or certificate issued under the provisions of any building regulations adopted by the village from time to time, and/or any person who shall fail to maintain a building or structure in compliance with this code shall be guilty of a petty offense, punishable by a fine as specified from time to time in ~~Section 8-1-8, “Fines; Penalties; Costs”, of Title 8, “Building Regulations”, Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code.~~ Each day that a violation exists and/or continues shall be deemed a separate offense.”

- (5) Section 108.2, "Closing Of Vacant Structures", is hereby amended by the addition of a new Section 108.2.2, "Boarded Up Structures", which shall read as follows:

“108.2.2, Boarded Up Structures. Boarding up a structure is considered a temporary measure until a decision can be made as to what remedy the owner wants to or is required by the village to pursue as provided in this Property Maintenance Code, but such board-up cannot exceed six (6) months unless an extension of an additional six months is granted in writing by the code official. Any structure boarded up in excess of six (6) months (or in excess of twelve (12) months, if the code official has given written approval for an extension), shall be considered abandoned and a public nuisance, and the village may pursue whatever action is afforded to it under this property maintenance code, other appropriate ordinances, and state statutes, to cause the abatement of the said public nuisance.”

- (6) Section 110.1, "General", is hereby deleted, and in lieu thereof, a new Section 110.,1 is hereby adopted, which shall provide as follows:

“110.1, General. The village may demolish, repair, or enclose, or cause the demolition, repair, or enclosure of dangerous and unsafe buildings or uncompleted and abandoned buildings within the territory of the village and further recover its costs in connection therewith pursuant to the provisions of Section 11-31-1 of the Illinois Municipal Code, 65 ILCS 5/11-31-1, and other applicable Illinois statutes.”

- (7) Section 111, “Means Of Appeal”, is hereby deleted, and in lieu thereof, a new Section 111 is hereby adopted, which shall provide as follows:

“111, Means Of Appeal. The appeals shall follow the existing appeals procedure to the zoning board of appeals as provided in the Lake Villa zoning ordinance.”

- (8) Section 112.4, “Failure To Comply”, shall be amended to read as follows:

“112.4, Failure To Comply. Any person who shall continue any work after having been served with a stop work order, except such specific work as that person is directed by the code official to perform to remove a violation or unsafe condition, shall be liable to a fine as specified in ~~Section 8-1-8, “Fines; Penalties; Costs”, of Title 8, “Building Regulations”, Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”,~~ of the Village Code, as aforesaid.”

- (9) Section 202, “General Definitions”, is hereby amended as follows:

- (a) The definition of “noxious weeds” shall be added and shall read as follows:

“Noxious Weeds: Shall mean any weeds such as jimson, burdock, ragweed, thistle, cocklebur, and all of those weeds and nuisance vegetation as described in Section 302.4, “Weeds And Other Nuisance Vegetation”, hereof, or such other weeds of a like kind found growing in or on any lot or tract of land in the village.”

- (b) The definition of the word “rubbish” shall be deleted in its entirety, and a new definition of “Rubbish” shall be substituted therefor, which new definition shall read as follows:

“Rubbish: Waste material, including but not limited to garbage and refuse and such other items as cans, bottles, glass, wood, metal, plastic, rags, boxes, paper, tires, auto parts; dismantled machinery or appliances or parts of such machinery or appliances or other household items; lumber; building materials; and anything whatsoever that is or may become a hazard to public health and safety, or that may harbor insects, rodents, or vermin infestation.”

- (10) Section 302.4, “Weeds”, is hereby deleted in its entirety, and a new section 302.4, “Weeds And Other Nuisance Vegetation”, shall be substituted therefor, which new Section shall read as follows:

“302.4, Weeds And Other Nuisance Vegetation.

- A. It shall be unlawful for the owner(s) and occupant(s) of any premises in the village and their respective agents to permit weeds or other nuisance vegetation to remain on such premises in violation of this section A, in violation of any other provisions of the Lake Villa Village Code, or in violation of any other ordinance of this village. The owner(s), occupant(s), and their respective agent(s) of any real estate within the corporate limits of the village shall be responsible for the removal of and shall cause the cutting and, where directed by the village, the trimming of trees and bushes when required by this section, and the abatement of nuisance vegetation as

required by this section in a manner approved by the village administrator, or his or her designee. The abatement of weeds and other nuisance vegetation shall include but not be limited to proper cutting of such nuisance vegetation, the removal of the stumps of any such nuisance trees and the removal and disposal of all such nuisance vegetation in a manner approved by the village administrator, or his designee.

- B. Abatement By Village: The officers, employees, and agents of the village are hereby authorized to enter upon private property to inspect such property and the vegetation thereon for violations of this chapter, taking samples to be tested to determine whether said vegetation is, in fact, dead, diseased or infected, and/or for the purpose of abating any and all such violations.
- C. Costs As A Lien: The Village Administrator, or his designee, may cause the cutting and/or removal of nuisance vegetation as defined in this section, and/or the trimming of trees and bushes, when the owner(s) of real estate refuse or neglect to cut, trim, and/or remove them after a written notice and request for cutting, trimming, and/or removal has been mailed to such person(s) by regular U.S. mail, postage prepaid, not less than ten (10) days in advance and the village may then collect from such person(s) the reasonable cost thereof, provided, however, notwithstanding the foregoing requirement for written notice, no such prior written notice and request pursuant to this section shall be required if the person(s) responsible for such condition have been mailed a notice and request relative to a similar condition by the village within the prior twelve (12) months. Such cost(s) shall not be a lien on the underlying parcel unless a notice is personally served on, or sent by certified mail to, the person to whom was sent the tax bill for the general taxes on the property for the taxable year immediately preceding the removal activities. Such notice must also be delivered or sent after the removal activities have been performed and said notice must: (1) include a copy of this section and include copies of 65 Illinois Compiled Statutes 5/11-20-7 and 65 Illinois Compiled Statutes 5/11-20-15, which statute is applicable to all such liens; (2) identify the underlying parcel, by common description; and (3) describe the removal activity.
- D. For purposes of this section, “weeds” shall include the following: burdock, ragweed (giant), ragweed (common), thistle, cocklebur, jimson, blue vervain, common milk weed, wild carrot, poison ivy, wild mustard, rough pigweed, lambsquarter, wild lettuce, curled dock, smart weeds (all varieties), poison hemlock, wild hemp, buckthorn, goldenrod, yellow and white sweet clover, and all other weeds and non-native species of a like kind, which shall be kept to a maximum height of eight inches (8") on all property within the village.
- E. For purposes of this section, “nuisance vegetation” shall include the following: unmanaged ground cover and/or bushes, including non-native prairie species as buckthorn, goldenrod, yellow and white sweet clover,

which shall be kept to a maximum height of eight inches (8”) on all property within the village.

- F. For the purposes of this section, the term “nuisance vegetation” shall mean weeds as defined above, unmanaged groundcover and/or bushes as described above, grass exceeding a maximum height of eight inches (8”), and/or any tree or other plant in violation of or the maintenance of which is in violation of this section, in violation of any other provisions of this village code, or any other ordinance of the village, and/or which is determined by the Village Administrator, or his designee, to be dead, diseased or infected, or to otherwise be a potential hazard or threat to the public health and safety.
- G. For purposes of this section, in the event that it is determined by the Village Administrator, or his designee, that vegetation is, in fact, dead, diseased or infested, or otherwise constitutes nuisance vegetation as defined herein, said vegetation shall be and is hereby declared to be a nuisance and a type of public nuisance for the purposes of this section.
- H. Notwithstanding the foregoing, the provisions of this section shall not be applicable to any vegetation on village-owned, or community-association owned, open space, park(s), or preserve(s), or to any vegetation on the unimproved portion of any right-of-way maintained by the village.”

- (11) Section 302.7, “Accessory Structures”, is hereby deleted, and in lieu thereof, a new Section 302.7 is hereby adopted, which shall provide as follows:

“302.7, Accessory Structures. All accessory structures, including detached garages, carports, awnings, patio covers, sheds, signs and sign structures, storage buildings, benches and similar accessory structures shall be maintained structurally sound and free from deterioration. Accessory structures shall also be maintained free from chipped and peeling paint, and metal structures shall be maintained free from rust.”

- (12) Section 302.8, “Motor Vehicles”, is hereby deleted, and in lieu thereof, a new Section 302.8 is hereby adopted, which shall provide as follows:

“302.8, Motor Vehicles.

- (a) No unregistered motor vehicle shall be parked on any property for a period of more than seven (7) days, unless parked within an enclosed permanent building or garage.
- (b) In residential zones, no registered or unregistered motor vehicle shall be parked on any property in any state of inoperability, disassembly, or disrepair, nor shall any such vehicle be in the process of being dismantled or repaired, for a period greater than seven (7) days, unless kept within an enclosed permanent building or garage.
- (c) No registered or unregistered motor vehicle shall be parked or stored in any residential yard, and all such motor vehicles shall only be parked or stored on an approved driveway or parking surface or within a permanent building or garage.

- (d) Painting of vehicles is prohibited in all residential zones.
 - (e) Painting of vehicles is prohibited in all non- residential zones, unless conducted inside an approved spray booth.
 - (f) Unregistered, unlicensed, and abandoned vehicles are declared a public nuisance. In addition to all other remedies, the village shall have such further remedies to abate such nuisances as are contained in 625 Illinois Compiled Statutes 5/4-201 et seq., and 5/4-201 through and including 5/4-213 are hereby adopted by reference.
 - (g) For the purposes of this section, the following terms shall have the meanings as set forth below:
 - (i) A “vehicle” is defined as a machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners, or slides and transport persons or property or pull machinery and shall include, without limitation, automobile, truck, trailer, motorcycle, tractor, buddy and wagon.
 - (ii) An “abandoned vehicle” is defined as any vehicle located on public or private property, which is allowed to remain on public property or on private property without the consent of the property owner for a period of more than twenty-four (24) hours.
 - (iii) An “unregistered” and/or “unlicensed” vehicle is defined as any vehicle which under the laws of the State of Illinois would be required to be licensed or registered in order to be operated on public highways within the state and/or which under the ordinances of the village is required to bear a current sticker unless the vehicle shall be entirely within a suitable fully enclosed building.”
- (13) Section 302.9, “Defacement Of Property”, is hereby deleted, and in lieu thereof, a new Section 302.9 is hereby adopted, which shall provide as follows:
- “302.9, Defacement Of Property. No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti. It shall be the responsibility of the owner of such structure or building to restore said surface to a state of maintenance and repair immediately upon defacement as approved by the code official.”
- (14) Section 304, “Exterior Structure”, shall be amended by the addition of a new subsection 304.10.1, “Exterior Fire Escapes”, which new subsection shall read as follows:
- “304.10.1, Exterior Fire Escapes. All exterior fire escapes and stairways shall be kept free of mud, debris, snow, ice or other obstructions. Any exterior fire escape or exterior stairway found to be in a state of deterioration or determined to be unsafe by the code official shall be repaired immediately.”

- (15) Section 304.3, “Premises Identification”, is hereby deleted, and in lieu thereof, a new Section 304.3 is hereby adopted, which shall provide as follows:

“304.3, Premises Identification. In the case of residential buildings, each of the figures of the street number shall be not less than three inches (3”) nor more than six inches (6”) in height, being so marked as to be distinctive and easily read. Each of the figures of the street number shall be in arabic numerals and/or alphabetic letters and shall be of a color that contrasts with its background. The numbers shall be placed in a conspicuous place on the side of the building that faces the street. The numbers shall be placed not less than five feet (5’) nor more than eight feet (8’) above the first floor of the building and as close to the front door of the building as practicable. In the case of commercial buildings, each of the figures of every number shall be not less than three inches (3”) nor more than ten inches (10”) in height and the street number shall be placed in the front door or within three feet (3’) of the front door of the building.”

- (16) Section 304.14, “Insect Screens”, is hereby deleted, and in lieu thereof, a new Section 304.14 is hereby adopted, which shall provide as follows:

“304.14, Insect Screens. During the period from May 15 to October 31, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.”

- (17) Section 309.2, “Owner”, shall be deleted in its entirety.

- (18) Section 309.3, “Single Occupant”, shall be deleted in its entirety.

- (19) Section 309.4, “Multiple Occupancy”, shall be deleted in its entirety.

- (20) Section 309.5, “Occupant”, shall be deleted in its entirety.

- (21) Section 602.2 of the Lake Villa Property Maintenance Code is hereby deleted, and in lieu thereof, a new Section 602.2 is hereby adopted, which shall provide as follows:

“Section 602.2, Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65 degrees F in all habitable rooms, bathrooms and toilet rooms based on a winter outdoor design temperature of -4 degrees F. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.”

- (22) Section 602.3 of the Lake Villa Property Maintenance Code is hereby deleted, and in lieu thereof, a new Section 602.3 is hereby adopted, which shall provide as follows:

“Section 602.3, Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1 to April 30 to maintain a temperature of not less than 65 degrees F. in all habitable rooms, bathrooms, and toilet rooms.

Exception: When the outdoor temperature is below -4 degrees F., maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.”

- (23) Section 602.4 of the Property Maintenance Code is hereby deleted, and in lieu thereof, a new Section 602.4 is hereby adopted, which shall provide as follows:

“Section 602.4, Occupiable Work Spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1 to April 30 to maintain a temperature of not less than 65 degrees F. during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.”

SECTION 4: Section 8-4-7, “Elevator and Escalator Standards”, of Chapter 4, “Other Building Codes Adopted”, of Title 8, “Building Regulations”, of the Village of Lake Villa Village Code is hereby amended to read as follows:

8-4-7: ELEVATOR AND ESCALATOR STANDARDS:

The installation, repair, or modification of elevators, escalators, and other conveyance after the effective date of this section shall be in accordance with the following standards, which regulations are hereby adopted and incorporated herein by reference, and at least three (3) copies of each of said standards have been on file and available for public inspection and/or copying in the office of the village clerk for at least thirty (30) days prior to the adoption hereof:

- A. American Society of Mechanical Engineers (ASME), Three Park Avenue, New York, NY 10016-5990:
 1. Safety code for elevators and escalators (ASME A17.1-~~2007~~____/CSA B44-~~07~~____) and performance based safety code for elevators and escalators (ASME A17.1-~~2007~~____/CSA B44.7-~~07~~____);
 2. Guide for inspection of elevators, escalators, and moving walks (ASME A17.2-~~2004~~____);
 3. Safety code for existing elevators and escalators (ASME A17.3-~~2005~~____) (~~Upgrades required by application of the safety code for existing elevators and escalators shall be completed no later than January 1, 2013, see Public Act 095-0767~~);
 4. Safety standard for platform lifts and stairway chairlifts (ASME A18.1-~~2005~~ ____); and
 5. Standard for the qualification of elevator inspectors (ASME QEI-1-~~2007~~ ____).
- B. American National Standards, 25 West 43rd Street, 4th Floor, New York, NY 10036: Safety requirements for personal hoists and employee elevators (ANSI A10.4-~~2004~~ ____).
- C. American Society Of Civil Engineers (ASCE), 1801 Alexander Bell Drive, Reston, VA 20191-4400:
 1. Automated people mover standards (ASCE 21-05), part 1, ~~2006~~ ____.

2. Automated people mover standards (ANSI/ASCE/T&DI 21.2-08), parts 2, 3 and 4, 2008 _____.

SECTION 5: 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 relettered 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 relettered and typographical and/or scrivener’s errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 6: All parts of the Lake Villa Village Code in conflict with the terms or provisions of this Ordinance shall 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 7: This Ordinance shall not affect any punishment, discipline, infraction, or penalty, or any action based on any other Ordinance of this Village incurred before the effective date of this Ordinance, nor any suit, prosecution or proceeding pending at the time of the effective date of this Ordinance, for an offense or violation committed or cause of action arising before this Ordinance, and said other ordinances as heretofore existing shall continue in full force and effect for said limited purpose.

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, sentence, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: This Ordinance shall be in full force and effect immediately from and after its passage, approval and publication as provided by law.

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

Passed by the Corporate Authorities of the Village on _____, 2024, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2024

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this _____ day of _____, 2024.

EXHIBIT A

8-4-1: BUILDING CODES ADOPTED:

- A. The Village hereby adopts by reference as its Building Codes, the following codes:
1. The ICC International Building Code, 2018 Edition (IBC), as amended in Paragraph C of this Section.
 2. The ICC International Residential Code, 2018 Edition (IRC), as amended in Paragraph D of this Section.
 3. The ICC Existing Building Code, 2018 Edition (IEBC), as amended in Paragraph E of this Section.
 4. The ICC International Mechanical Code, 2018 Edition (IMC), as amended in Paragraph F of this Section.
 5. The ICC International Fuel Gas Code, 2018 Edition (IFGC) as amended in Paragraph G of this Section.
 6. The ICC International Swimming Pool and Spa Code, 2018 Edition (ISPSC), as amended in Paragraph H of this Section.
 7. The ICC International Fire Code, 2018 Edition (IFC), as amended in Paragraph I of this Section.
 8. The NFPA 70 National Electrical Code, 2017 Edition (NEC), as amended in Paragraph J of this Section.
 9. The State of Illinois Plumbing Code, 2014 Edition (Illinois Administrative Code, Title 77, "Public Health", Part 890).
 10. The State of Illinois Energy Conservation Code, 2021 Edition.
 11. The State of Illinois Accessibility Code, 2024 Edition (410 ILCS 25/4).
 12. The Lake County Code of Ordinances, Title XVII, "Health".
 13. The ICC International Property Maintenance Code, 2018 Edition (PMC) (See Section 8-4-6, "International Property Maintenance Code; Adoption", of this Village Code for amendments thereto.)
 14. Elevator and Escalator Standards as set forth in Section 8-4-7 of this Village Code.
- B. General amendments to Building and other Construction-Related Codes adopted in Subsection A of this Section: All codes hereby adopted in Paragraph A of this Section shall be amended as follows:

1. Insert the words "Village of Lake Villa" to replace "[NAME OF JURISDICTION]".
2. Any and all references to the ICC Electrical Code are hereby deleted and replaced with NFPA 70 National Electrical Code, 2017 Edition.
3. ICC International Energy Conservation Code: Any and all references to the ICC International Energy Conservation Code are hereby deleted and replaced with the State of Illinois Energy Conservation Code, 2021 Edition.
4. ICC International Plumbing Code: Any and all references to the ICC International Plumbing Code are hereby deleted and replaced with the State of Illinois Plumbing Code, 2014 Edition.
5. ICC Property Maintenance Code: Any and all references to the ICC International Property Maintenance Code are hereby deleted and replaced with references to the ICC International Property Maintenance Code, 2018 Edition.
6. ICC International Private Sewage Disposal Code: Any and all references to the ICC International Private Sewage Disposal Code are hereby deleted and replaced with the "Lake County Code of Ordinances, Title XVII, "Health".
7. ICC International Building Code: Any and all references in the ICC International Building Code, 2018 Edition, that has the words "fire code official" shall be changed to read "Building Official".
8. Any and all references to the "Code Official" shall be changed to read "Building Official".
9. The penalty for violation of any of the provisions of the ICC International Building Code, 2018 Edition (as amended); the ICC International Residential Code, 2018 Edition (as amended); the ICC International Mechanical Code, 2018 Edition (as amended); the ICC International Fuel Gas Code, 2018 Edition (as amended); the ICC International Swimming Pool and Spa Code, 2018 Edition (as amended); the ICC International Fire Code, 2018 Edition (as amended); the NFPA 70 National Electrical Code, 2017 Edition (as amended); the ICC Existing Building Code, 2018 Edition; the ICC International Property Maintenance Code, 2018 Edition (as amended); the State of Illinois Plumbing Code (2014 Edition); the Lake County Code of Ordinances, Title XVII, "Health"; and the State of Illinois Energy Conservation Code, 2021 Edition; shall be a mandatory fine as specified from time to time in Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village", of Title 1, "Administrative Regulations", of the Lake Villa Village Code. Each day a violation exists or continues shall constitute a separate offense. Nothing herein, however, shall preclude enforcement proceedings by the Village by means other than payment of a fine, including injunction proceedings.

C. ICC International Building Code, 2018 Edition: The International Building Code, 2018 Edition (IBC), hereby adopted by the Village shall be amended as follows:

IBC Page 1	Section 101.1	The words “[NAME OF JURISDICTION]” shall be deleted, and the words “Village of Lake Villa” shall be inserted in lieu thereof.
IBC Page 1	Section 101.2, Exception	This Section shall be deleted in its entirety and a new Section 101.2, “Exception”, shall be inserted, which shall read as follows: “Section 101.2: Exception: Detached one- and two-family dwellings and townhouses consisting of not more than two dwelling units that are not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height shall comply with this Code or the International Residential Code, 2018 Edition.”
IBC Page 2	Section 103	The words “Department of Building Safety” shall be deleted and the words “Office of Building Official” shall be inserted in lieu thereof.
IBC Page 2	Section 103.1	The words “Department of Building Safety” shall be deleted and the words “Office of Building Official” shall be inserted in lieu thereof, and the official in charge thereof shall be known as the “Building Official”.
IBC Pages 3 and 4	Section 105.2	Section 105.2 shall be deleted in its entirety and a new Section 105.2, “Work Exempt from Permit”, shall be inserted in lieu thereof, which shall read as follows: “105.2 Work Exempt from Permit: Exemptions from permit requirements of this Code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of the Village of Lake Villa. Permits shall not be required for the following: <ol style="list-style-type: none"> 1. Building: One-story detached accessory structures used as tool and/or storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet. 2. Subsections 2-13 are hereby deleted
IBC Page 5	Section 105.5	Section 105.5 shall be deleted in its entirety and a new Section 105.5 shall be inserted in lieu thereof, which shall read as follows: “105.5 Permit Time Limits: All permits shall become void if: <ol style="list-style-type: none"> 1. A substantial start of construction is not made within six (6) months from the date of issuance. 2. Substantial work is not performed during any six-month period. 3. Permits for new structures, additions and alterations greater than 1,000 square feet are not completed, and a certificate of occupancy has not been issued within two (2) years of the date of issuance. 4. Permits for additions and alterations 1,000 square feet or less in area are not completed, and a certificate of occupancy has not been issued within one (1) year of the date of issuance. 5. Permits for commercial swimming pools are not completed and a certificate of occupancy is not issued within a six (6) month period from the date of issuance. 6. Permits for demolition are not completed within ninety (90) days after the date of issuance. 7. Permits for fences, re-siding, re-roofing, decks, electrical upgrade(s), sheds, detached garages, screened porches and

		<p>any minor alteration to an existing building that does not exceed 1,000 square feet are not completed and, if applicable, a certificate of occupancy issued within six (6) months from the date of issuance.</p> <p>8. Permits for telecommunication facilities and related work, including co-locates and antenna replacement, are not completed and, if applicable, a certificate of occupancy issued within six (6) months from the date of issuance.</p> <p>The Building Official is authorized, but not obligated, to grant, in writing, one or more extensions of time for periods up to but not more than 180 days each. The extension shall be requested in writing and justifiable cause shall be demonstrated by the applicant.”</p>
IBC Page 6	Section 107.1:	The words “two or more” shall be deleted and the word “three” shall be inserted in lieu thereof.
IBC Page 6	Section 107.2	<p>Section 107.2 shall be deleted in its entirety and a new Section 107.2 shall be inserted in lieu thereof, which shall read as follows:</p> <p>“Section 107.2. Information on Construction Documents: Construction documents shall be dimensioned and drawn on suitable material. Minimum scale shall be 1/8 inch per foot. Maximum scale shall be one-half inch (1/2) per foot. Electronic media documents are permitted to be submitted where approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this Code and all relevant laws, statutes, ordinances, rules and regulations, as determined by the Building Official.</p> <p>Exception: Sections or sketches may be drawn to a larger scale for clarity.”</p>
IBC Page 6	Section 107.2.6	In the first sentence, the words “a site plan” shall be deleted and the words “a minimum of three (3) duplicate originals of the site plans” shall be inserted in lieu thereof.
IBC Page 6	Section 107.3.1	The words “as Reviewed for Code Compliance” shall be deleted with no substitution therefor.
IBC Page 10	Section 113, Board of Appeal	<p>Section 113 shall be deleted in its entirety and a new Section 113 shall be inserted, which shall read as follows:</p> <p>“Section 113, Appeals: The provisions of Section 8-1-15, “Appeals”, of the Village of Lake Villa Village Code shall govern and control the means of appeal.”</p>
IBC Page 10	Section 114	<p>The following section shall be added to Section 114:</p> <p>“114.1.1, Enforcement: The provisions of Section 8-1-6 of the Lake Villa Village Code shall govern and control the means of enforcement.”</p>
IBC Page 10	Section 114.4	The words “penalties as prescribed by law” shall be deleted and the following shall be inserted in lieu thereof: “shall be subject to mandatory fines and/or penalties as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code. Each day a violation exists or continues shall constitute a separate offense.”

IBC Page 22	Chapter 21, Definitions	Chapter 21, "Definitions", shall be amended to add the following definitions in alphabetical order: ELECTRIC VEHICLE. An automotive-type vehicle for on-road use primarily powered by an electric motor that draws current from an onboard battery charged through a building electrical service, electric vehicle supply equipment (EVSE), or another source of electric current. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). The apparatus installed specifically for the purpose of transferring energy between the premises wiring and the Electric Vehicle. EV-CAPABLE SPACE. A dedicated parking space with electrical panel capacity and space for a branch circuit that supports the EV parking space that is not less than 40-ampere and 208/240-volt and equipped with raceways, both underground and surface mounted, to enable the future installation of electric vehicle supply equipment. For two adjacent EV-Capable spaces, a single branch circuit is permitted. EV-INSTALLED SPACE. Parking spaces that have EV supply equipment that is fully installed from the electrical panel to the parking space. EV-READY SPACE. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted.
IBC Page 53	Section 310.4.1	Section 310.4.1 shall be deleted in its entirety, and a new Section 310.4.1 shall be inserted in lieu thereof, which shall read as follows: "310.4.1 Care Facilities Within a Dwelling. Care facilities for eight (8) or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code."
IBC Page 59	Section 403.1	The following sentence shall be added to the end of Section 403.1: "The height of the building for fire department access shall be measured from the average grade elevation to the highest finished floor level."
IBC Page 76	Section 411.1	The existing exception shall be identified as number "1", and the following additional exception shall be added: "2. A temporary use permit (not to exceed 30 days) may be issued for a haunted house in an existing structure provided the following criteria is approved: A. A special inspection has been conducted and the report is in the office. B. A plot plan showing sufficient parking for the anticipated customers and all structures on the property. C. A floor plan showing the existing and proposed layout of partitions, windows and means of egress. D. A list of all interior finishes and materials to be used for decorations and their flame spread and smoke development ratings. E. Plans showing permanent, temporary and emergency lighting.

		<p>F. Methods of assuring continuous movement of occupants through the amusement such as but not limited to:</p> <ol style="list-style-type: none"> (1) Permanently stationed supervisory personnel. (2) Directional arrows. (3) Other means. <p>G. Method of assuring fire protection such as but not limited to:</p> <ol style="list-style-type: none"> (1) An automatic sprinkler system; and (2) Fire detection/alarm system; and (3) Portable fire extinguishers.
IBC Page 105	Section 505.2.2	The words "Section 1007" shall be deleted, and the following shall be inserted in lieu thereof: "State of Illinois Accessibility Code", 2024 Edition (410 ILCS 25/4).
IBC Pages 218-221	Section 903	<p>Subsections 903.1 through 903.2.11 shall be deleted in their entirety, and new Subsections 903.1 through 903.2.11 shall be inserted in lieu thereof, which new Subsections shall read as follows:</p> <p>903.1 General: Automatic sprinkler systems shall comply with this section.</p> <p>903.1.1 Alternative Protection: Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted instead of automatic sprinkler protection where recognized by the applicable standard and approved by the Fire Code Official</p> <p>903.2 Where Required: Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.</p> <p>Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 or not less than 2-hour horizontal assemblies constructed in accordance with Section 711, or both.</p> <p>903.2.1 Group A: An automatic sprinkler system shall be provided throughout buildings and portions thereof used as Group A occupancies as provided in this section.</p> <p>903.2.1 Group A-1: An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:</p> <ol style="list-style-type: none"> 1. The fire area exceeds 5,000 square feet. 2. The fire area has an occupant load of 300 or more. 3. The fire area is located on a floor other than a Level of exit discharge serving such occupancies.

		<p>4. The fire area contains a multi-theater complex.</p> <p>903.2.1.2 Group A-2: An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:</p> <ol style="list-style-type: none"> 1. The fire area exceeds 5,000 square feet. 2. The fire area has an occupant load of 100 or more. 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies. <p>903.2.1.3 Group A-3: An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:</p> <ol style="list-style-type: none"> 1. The fire area exceeds 5,000 square feet. 2. The fire area has an occupant load of 300 or more. 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies. <p>903.2.1.4 Group A-4: An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:</p> <ol style="list-style-type: none"> 1. The fire area exceeds 5,000 square feet. 2. The fire area has an occupant load of 300 or more. 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies. <p>903.2.1.5 Group A-5: An automatic sprinkler system shall be provided for all enclosed Group A-5 accessory use areas in excess of 1,000 square feet.</p> <p>903.2.1.5.1 Spaces Under Grandstands or Bleachers. Enclosed spaces under grandstands or bleachers shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1 where either of the following exist:</p> <ol style="list-style-type: none"> 1. The enclosed area is 1,000 square feet or less and is not constructed in accordance with Section 1029.1.1.1. 2. The enclosed area exceeds 1,000 square feet. <p>903.2.1.6 Assembly Occupancies on Roofs: Where an occupied roof has an assembly occupancy with an occupant load exceeding 100 for Group A-2 and 300 for other Group A occupancies, all floors between the occupied roof and the level of exit discharge shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.</p>
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		<p style="text-align: center;">Exception: Open parking garages of Type I or Type II construction.</p> <p>903.2.1.7 Multiple Fire Areas. An automatic sprinkler system shall be provided where multiple fire areas of Group A-1, A-2, A-3 or A-4 occupancies share exit or exit access components and the combined occupant load of these fire areas is 300 or more.</p> <p>903.2.2 Ambulatory Care Facilities. An automatic sprinkler system shall be installed throughout the entire floor containing an ambulatory care facility where either of the following conditions exist at any time:</p> <ol style="list-style-type: none"> 1. Four or more care recipients are incapable of self-preservation. 2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility. <p>In buildings where ambulatory care is provided on levels other than the level of exit discharge, an automatic sprinkler system shall be installed throughout the entire floor as well as all floors below where such care is provided, and all floors between the level of ambulatory care and the nearest level of exit discharge, the level of exit discharge, and all floors below the level of exit discharge.</p> <p style="padding-left: 40px;">Exception: Floors classified as an open parking garage are not required to be sprinklered.</p> <p>903.2.2.1 Group B. An automatic sprinkler system shall be provided throughout buildings containing Group B occupancies and throughout all stories from the Group B occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists.</p> <ol style="list-style-type: none"> 1. The fire area exceeds 5,000 square feet. 2. The fire area has an occupant load of 300 or more. 3. The fire area is located on a floor other than a level of exit discharge serving such occupancies. <p>903.2.2.2 Group B. Group B occupancy is a classification for buildings or spaces that are used for business purposes, including but not limited to banks; insurance agencies; government buildings, such as police and fire stations; doctor's offices; training and skill development centers, such as tutoring centers; martial arts studios and gymnastics; and educational occupancies for students above the 12th grade. A space with an occupant load of less than 50 people is considered a Group B occupancy. Manual fire alarm boxes are not required if the building has an automatic sprinkler system. Ambulatory care facilities must have an electronically supervised automatic smoke detection system. Group B occupancies may have accessory use spaces used for the storage of records and accounts.</p> <p>903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:</p>
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1. Throughout all Group E fire areas greater than 5,000 square feet in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies. Required in any area below the lowest level of exit discharge serving that area.
3. The Group E fire area has an occupant load of 300 or more.

903.2.4 Group F. An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. A Group F fire area exceeds 5,000 square feet.
2. A Group F fire area is located more than three stories above grade plane.
3. The combined area of all Group F fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
4. A Group F occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet.

903.2.4.1 Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in area that generate finely divided combustible waste or use finely divided combustible materials.

903.2.5 Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as required in Sections 903.2.5.1 through 903.2.5.3.

903.2.5.1 General. An automatic sprinkler system shall be installed in Group H occupancies.

903.2.5.2 Group H-5 Occupancies. An automatic Sprinkler system shall be installed throughout buildings containing Group H-5 occupancies. The design of the sprinkler system shall be not less than that required by this Code for the occupancy hazard classifications in accordance with Table 903.2.5.2. Where the design area of the sprinkler system consists of a corridor protected by one row of sprinklers, the maximum number of sprinklers required to be calculated is 13.

Table 903.2.5.2 shall be amended to read as follows:

TABLE 903.2.5.2
GROUP H-5 SPRINKLER DESIGN CRITERIA

LOCATION	OCCUPANCY HAZARD CLASSIFICATION
Fabrication Areas	Ordinary Hazard Group 2
Service Corridors	Ordinary Hazard Group 2
Storage rooms without dispensing	Ordinary Hazard Group 2
Storage rooms with dispensing	Extra Hazard Group 2
Corridors	Ordinary Hazard Group 2

		<p>903.2.5.3 Pyroxylin Plastics. An automatic sprinkler system shall be provided in buildings, or portions thereof, where cellulose nitrate film or pyroxylin plastics are manufactured, stored or handled in quantities exceeding 100 pounds (45 kg).</p> <p>903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I fire area. Exceptions: <ol style="list-style-type: none"> 1. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group I-1, Condition 1 facilities. 2. In buildings where Group I-4 daycare is provided on levels other than the level of exit discharge, an automatic sprinkler system in accordance with Section 903.3.1.1 shall be installed on the entire floor where care is provided, all floors between the level of care and the level of exit discharge, and all floors below the level of exit discharge other than areas classified as an open parking garage. </p> <p>903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists: <ol style="list-style-type: none"> 1. A Group M fire area exceeds 5,000 square feet. 2. A Group M fire area is located more than three stories above grade plane. 3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 24,000 square feet. 4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet. </p> <p>903.2.7.1 High-Piled Storage. An automatic sprinkler system shall be provided in accordance with the International Fire Code in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.</p> <p>903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.</p> <p>903.2.8.1 Group R-3. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 occupancies.</p> <p>903.2.8.2 Group R-4, Condition 1. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-4, Condition 1 occupancies.</p> <p>903.2.8.3 Group R-4, Condition 2. An automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be permitted in Group R-4, Condition 2 occupancies.</p>
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		<p>903.2.8.4 Care Facilities. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with five or fewer individuals in a single-family dwelling.</p> <p>903.2.9 Group S. An automatic sprinkler system shall be provided throughout all buildings containing a Group S occupancy where one of the following conditions exists:</p> <ol style="list-style-type: none">1. A Group S fire area exceeds 5,000 square feet.2. A Group S fire area is located more than three stories above grade plane.3. The combined area of all Group S fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.4. A Group S fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.5. A Group S occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet. <p>Exception: One story Group S buildings not greater than 12,000 square feet in area that are used for cold storage only and do not include any conditioned spaces. This exception does not include buildings or occupancies set forth in Sections 903.2.9.1 through 903.10.1.</p> <p>903.2.9.1 Repair Garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown:</p> <ol style="list-style-type: none">1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.3. Buildings with repair garages servicing vehicles parked in basements.4. A Group S fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet. <p>903.2.9.2 Bulk Storage of Tires. Buildings and structures where the area for the storage of tires exceeds 20,000 cubic feet (566 m3) shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.</p> <p>903.2.10 Group S-2 Enclosed Parking Garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 where either of the following conditions exist:</p> <ol style="list-style-type: none">1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet (1115 m2).2. Where the enclosed parking garage is located beneath other groups.
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		<p>903.2.10.1 Commercial Parking Garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.</p> <p>903.2.10.2 Group U. An automatic sprinkler system shall be provided throughout buildings containing Group U occupancies where the Group U fire area exceeds 5,000 square feet.</p> <p>903.2.11 Specific Building Areas and Hazards. In all occupancies, an automatic sprinkler system shall be installed for building design or hazards in the locations set forth in Sections 903.2.11.1 through 903.2.11.6.</p>
IBC Page 223	Section 903.3.3.4	<p>Section 903.3.3.4 shall be amended by the addition of the following subsection:</p> <p>“903.3.3.4 Emergency Power Supply. Every automatic fire suppression system that requires or is equipped with an electric fire pump shall have an emergency generator to provide power in the case of primary power loss.</p> <p>Exception: Upon submittal of documentation from the Fire Chief having jurisdiction of the area, stating that he has reviewed all pertinent information concerning the interruption of the power supply of the area and is accepting the utility provider as a reliable power supply for the fire pump.”</p>
IBC Page 264	Section 1008.2	<p>Section 1008.2 shall be deleted in its entirety and a new Section 1008.2 shall be inserted in lieu thereof, which shall read as follows:</p> <p>“Section 1008.2 Illumination Required. The means of egress serving a room or space, as well as all toilet rooms shall be illuminated at all times that the room or space is occupied.”</p>
IBC Page 265	Section 1009	<p>Section 1009 shall be deleted in its entirety and a new Section 1009 shall be inserted in lieu thereof, which shall read as follows:</p> <p>“Section 1009, Accessible Means of Egress</p> <p>Section 1009. Accessible Means of Egress Required. Accessible means of egress shall comply with the State of Illinois Accessibility Standards.”</p>
IBC Page 271	Section 1010.1.5	<p>Section 1010.1.5 shall be amended by the addition of the following Subsections:</p> <p>1010.1.5.1 Grade Exit Discharge Doors. Where required to swing in the direction of egress travel, all required grade exit doors shall be provided with a hard-surfaced area underneath the door swing.</p> <p>1010.1.5.2 Stoop Surface. The exterior surface shall have a slip-resistant surface that has a slope not greater than 1.50 in any direction.</p> <p>1010.1.5.3 Support. Sufficient wing walls and/or foundation wall is required under all stoops. Wing walls shall have a minimum of one (1) Number 4 reinforcing bar located not more than six (6) inches beneath the top edge of concrete and extending downward into the foundation wall not less than two (2) feet.</p>

		1010.1.5.4 Stoop Extension. The outer perimeter of the stoop shall not project out beyond the wing wall and/or foundation wall more than twelve (12) inches in any direction.
IBC Page 305	Chapter 11	Chapter 11 shall be deleted in its entirety and a new Chapter 11 shall be inserted in lieu thereof which shall read as follows: Chapter 11, Accessibility 1101.1 Applicability. The provisions of the State of Illinois Accessibility Code 2024 (410 ILCS 25/4) shall control the design and construction of facilities for accessibility to physically disabled persons.
IBC Page 374	Section 1608.1	Section 1608.1 shall be deleted in its entirety and a new Section 1608.1 shall be inserted in lieu thereof which shall read as follows: 1608.1 In no case shall the ground snow load be less than 30 pounds per square foot, but the design roof loads shall not be less than that determined by Section 1607.
IBC Page 441	Section 1808.7.4	Section 1808.7.4 shall be deleted in its entirety and a new Section 1808.7.4 shall be inserted in lieu thereof which shall read as follows: 1808.7.4 Foundation Elevation. On graded sites, the top of any exterior foundation shall extend a minimum of six (6) inches above the finished grade adjacent to the building.
IBC Page 443	Section 1809.5	The words “below the frost line of the locality” shall be deleted from Item #1, and the words “a minimum of forty-two (42) inches measured from adjacent finished grade level” shall be inserted in lieu thereof.
IBC Page 587	Chapter 29	Chapter 29 shall be deleted in its entirety and a new Chapter 29 and a new Section 2901, “General”, shall be inserted in lieu thereof, which shall read as follows: “Chapter 29, Plumbing Systems” Section 2901, General Section 2901.1 Scope. The provisions of the current adoption of the State of Illinois Plumbing Code shall govern the design, construction, erection and installation of plumbing components, appliances, equipment and systems used in buildings and structures covered by this Code.’
IBC Page 600	Section 3103.1	Section 3103.1 shall be modified to add the following exception: “Exception: In the event of a natural disaster, public emergency, pandemic or other similar event, the Mayor or the Village Administrator, in consultation with the Building Official, is authorized to allow temporary tents or other approved temporary structures to be erected for periods exceeding 180 days without being required to comply with the International Building Code. Failure to maintain the structure in compliance with all requirements of this Section could result in revocation of this approval.”

D. The ICC International Residential Code, 2018 Edition: The ICC International Residential Code, 2018 Edition (IRC), hereby adopted by the Village shall be amended as follows:

GENERAL AMENDMENTS:		
(1)	ICC Electrical Code:	Any and all references to the ICC Electrical Code are hereby deleted and reference to the NFPA 70 National Electrical Code, 2017 Edition, shall be inserted in lieu thereof.
(2)	ICC International Energy Conservation Code:	In addition to the requirements of Chapter 11, all work that requires a building permit must also comply with the State of Illinois Energy Conservation Code, 2021 Edition.
(3)	ICC International Plumbing Code:	Any and all references to the ICC International Plumbing Code are hereby deleted and reference to the State of Illinois Plumbing Code, 2014 Edition, shall be inserted in lieu thereof.
(4)	ICC International Private Sewage Disposal Code:	Any and all references to the ICC International Private Sewage Disposal Code are hereby deleted and reference to the Lake County Code of Ordinances, Title XVII, "Health", shall be inserted in lieu thereof.
SPECIFIC AMENDMENTS:		
IRC Page 1	Section R101.1	The words "[NAME OF JURISDICTION]" shall be deleted, and the words "Village of Lake Villa" shall be inserted in lieu thereof.
IRC Page 1	Section R101.2	Section R101.2 shall be deleted in its entirety, and a new Section R101.2, "Scope", shall be inserted in lieu thereof, which shall read as follows: "R101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses consisting of not more than two dwelling units that are not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height."
IRC Page 2	Section R103	The words "DEPARTMENT OF BUILDING SAFETY" shall be deleted, and the words "Village of Lake Villa Building Department" shall be inserted in lieu thereof.
IRC Page 2	Section R103.1	The words "DEPARTMENT OF BUILDING SAFETY" shall be deleted, and the words "Village of Lake Villa Building Department" shall be inserted in lieu thereof.
IRC Page 2	Section R103.3	The last sentence in Section R103.3 is deleted with no substitution.
IRC Page 3	Section R105.2	Section R105.2 is hereby deleted in its entirety.
IRC Pages 3 and 4	Section R105.2	Delete all, including Building, Electrical, Gas, Mechanical and Plumbing portions with no substitution.
IRC Page 4	Section R105.3	The words "Department of Building Safety" shall be deleted and the words "Building Department" shall be inserted in lieu thereof.
IRC Page 5	Section R105.5	Section R105.5 shall be deleted in its entirety and a new Section R105.5 shall be inserted in lieu thereof which shall read as follows: R105.5 Permit Time Limits. All permits shall become void if: 1. A substantial start of construction is not made within six (6) months from the date of issuance.

		<ol style="list-style-type: none"> 2. Substantial work is not performed during any six (6) month period. 3. Permits for one- or two-family dwellings and additions and/or alterations that exceed 400 square feet in area are not completed and a Certificate of Occupancy is not issued within two (2) years from the date of issuance. 4. Permits for additions and/or alterations 400 square feet or less in area are not completed and a Certificate of Occupancy is not issued within one (1) year from the date of issuance. 5. Permits for accessory buildings greater than 400 square feet in area are not completed and a certificate of occupancy is not issued within one (1) year from the date of issuance. 6. Permits for above-ground or in-ground swimming pools are not completed and a certificate of occupancy is not issued within a six (6) month period from the date of issuance. 7. Permits for demolition are not completed within ninety (90) days after the date of issuance. 8. Permits for fences, re-siding, re-roofing, decks, electrical upgrade, sheds, detached garages, screened porches and any minor alteration to an existing building that does not exceed 400 square feet are not completed and if applicable, a certificate of occupancy is not issued within six (6) months from the date of issuance. <p>The building official is authorized, but not obligated, to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.</p>
IRC Page 5	Section 105.7	Section 105.7 shall be deleted in its entirety and a new Section 105.7 shall be inserted in lieu thereof which shall read as follows: Section 105.7 Placement of Permit. The building permit card shall be kept on the site of the work in an accessible location and protected from adverse weather until the completion of the project.
IRC Page 5	Section R106.1	The words "two or more" shall be deleted and the word "three" shall be inserted in lieu thereof.
IRC Page 6	Section R106.1.1	Section R106.1.1 shall be deleted in its entirety and a new Section R106.1.1 shall be inserted in lieu thereof which shall read as follows: Section R106.1.1 Information on Construction Documents. Construction documents shall be dimensioned and drawn on suitable material. Minimum scale shall be one-eighth (1/8) inch per foot. Maximum scale shall be one-half (1/2) inch per foot. Electronic media documents are permitted to be submitted where approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Exception: Sections or sketches may be drawn to a larger scale for clarity.

IRC Page 6	Section R106.1.4	Section R106.1.4, "Information for Construction in Flood Hazard Areas" shall be deleted in its entirety and the following shall be inserted in lieu thereof: "Section R106.1.4 Information for Construction in Flood Hazard Areas. Refer to the Lake Villa Watershed Development Ordinance as adopted in Chapter 6 of Title 4 of the Lake Villa Code of Ordinances.
IRC Page 6	Section R106.2	Section R106.2, "Site Plan or Plot Plan", shall be amended by the deletion of the words "a site plan" from the first sentence, and the words "three (3) site plans" shall be inserted in lieu thereof.
IRC Page 6	Section R106.3.1	Section R106.3.1, "Approval of Construction Documents", shall be amended by the deletion of the words "that state 'Reviewed for Code Compliance'", with no substitution.
IRC Page 8	Section R110.3	Section 110.3, "Certificate Issued", shall be amended by the deletion of the words "Department of Building Safety" and the words "Building Department" shall be inserted in lieu thereof.
IRC Page 8	Section R110.3	Section R110.3 shall be amended by the deletion of Items 7 through 9.
IRC Page 9	Section R112	Section R112, "Board of Appeals", shall be deleted in its entirety and a new Section R112 shall be inserted in lieu thereof, which shall read as follows: "Section R112. Appeals. The provisions of Section 8-1-15, "Appeals", of the Lake Villa Village Code shall govern and control the means of appeal."
IRC Page 9	Section R113.4	Section R113.4, "Violation Penalties", shall be amended by the deletion of the words "penalties as prescribed by law" and the following shall be inserted in lieu thereof: "mandatory fines and/or penalties as specified from time to time in Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village", of Title 1, "Administrative Regulations", of the Lake Villa Village Code. Each day a violation exists or continues shall constitute a separate offense".
IRC Page 9	Section R114	Section R114 shall be amended by the addition of the following subsection: "114.1.1 Enforcement. The provisions of Section 8-1-6 of the Lake Villa Village Code shall govern and control the means of enforcement."
IRC Page 11	Chapter 2	Chapter 2, "Definitions", shall be amended by the addition of the following definitions in alphabetical order: ELECTRIC VEHICLE: An automotive-type vehicle for on-road use primarily powered by an electric motor that draws current from an onboard battery charged through a building electrical service, electric vehicle supply equipment (EVSE), or another source of electric current. EV-CAPABLE SPACE: A dedicated parking space with electrical panel capacity and space for a branch circuit dedicated to the EV parking space that is not less than 40 ampere and 208/240-volt and equipped with raceways, both underground and surface mounted, to enable the future installation of electric vehicle supply equipment. For two adjacent EV-Capable spaces, a single dedicated branch circuit is permitted. ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE): The apparatus installed specifically for the purpose of transferring energy between the premises wiring and the Electric Vehicle.

IRC Page 32	Table R301.2(1)	Table R301.2(1) shall be amended to read as set forth below:
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TABLE R301.2(1)

Ground Snow Load	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp
	Speed (mph)	Topographic Effects		Weathering	Frost Line Depth	Termite	
30	115	No	A	Severe	42"	Moderate to Heavy	2

Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
Yes	See Article 8 of the Lake County Unified Development Ordinance	2,000	50°F

IRC Page 60	Section R302.5.1	Section R302.5.1 shall be deleted in its entirety, and a new Section R302.5.1 shall be inserted in lieu thereof which shall read as follows: "R302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with 60-minute fire-rated doors, equipped with a self-closing or automatic-closing device. Exception: In dwellings protected by a residential automatic fire suppression system, openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1-3/8 inches (35mm) in thickness, solid or honeycomb core steel doors not less than 1-3/8 inches (35mm thick, or 20-minute fire rated doors, equipped with a self-closing or automatic-closing device."
IRC Page 61	Table R302.6	Table R302.6 shall be amended as follows: 1. All references to half-inch (1/2") gypsum board shall be changed to 5/8 inch Type X gypsum board. 2. The last line in the table shall be deleted. 3. The following Exception shall be added: Exception: One- and two-family dwellings that are protected by an automatic residential fire sprinkler system shall be allowed to substitute half-inch (1/2") gypsum board in place of 5/8 inch Type X gypsum board.
IRC Page 64	Section R305.1	Section R305.1 shall be deleted in its entirety, and a new Section R305.1 shall be inserted in lieu thereof which shall read as follows:

		“R305.1. Minimum Height. Habitable space, hallways, bathrooms, toilet rooms, laundry rooms and portions of basements containing these spaces shall have a ceiling height of not less than seven feet six inches (7’6”).”												
IRC Page 64	Section R305.1	Exception number 3 is hereby deleted in its entirety, and in lieu thereof, a new Exception number 3 is hereby added to Section R305.1, which shall read as follows: “3. Ceilings in finished basements can have a minimum height less than seven feet six inches (7’ 6”) provided that no permanently installed fixtures or finished ceiling will extend below seven feet (7’).”												
IRC Page 71	Section R311.2	Section R311.2 shall be deleted in its entirety and a new Section R311.2 shall be inserted in lieu thereof which shall read as follows: Section R311.2 Egress Door. Not less than two (2) egress doors shall be provided for each dwelling unit. The required egress door shall be side-hinged and shall provide a clear width of not less than 32 inches (813mm) where measured between the face of the door and the stop, with the door open 90 degrees (1.57rad). The clear height of the door opening shall be not less than 78 inches (1981mm) in height measured from the top of the threshold to the bottom of the stop. Other doors shall not be required to comply with these minimum dimensions. Egress doors shall be readily openable from inside the dwelling without the use of a key or special knowledge or effort. Exception 1: For dwellings provided with a residential automatic fire suppression system, only one (1) egress door will be required. Exception 2: A sliding door can serve as a secondary means of egress.												
IRC Page 74	Section R313, Automatic Fire Sprinklers	Section R313 is hereby deleted in its entirety.												
IRC Page 81	Section R322	Section R322, “Flood Resistant Construction”, is hereby deleted in its entirety and a new Section R322 shall be inserted in lieu thereof which shall read as follows: “Section R322. Flood Resistant Construction. Refer to the current Village of Lake Villa Watershed Development Ordinance as adopted in Chapter 6 of Title 4 of the Lake Villa Code of Ordinances.”												
IRC Pages 92, 93, and 94	Tables R403.1(1), R403.1(2), and R403.1(3)	Tables R403.1(1), R403.1(2), and R403.1(3) are hereby deleted, and the following Table R403.1 shall be inserted in lieu thereof, which shall read as follows: Table R403.1, Minimum Width of Concrete, Precast, or Masonry Footings (Inches) <table border="1" data-bbox="574 1640 1476 1877"> <thead> <tr> <th>Number of Stories and Type of Construction</th> <th>Thickness of Footing (Inches)</th> <th>Projection on Each Side of Foundation Wall (Inches)</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">One Story (without basement)</td> </tr> <tr> <td>Frame</td> <td style="text-align: center;">8</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Masonry veneer on frame</td> <td style="text-align: center;">8</td> <td style="text-align: center;">4</td> </tr> </tbody> </table>	Number of Stories and Type of Construction	Thickness of Footing (Inches)	Projection on Each Side of Foundation Wall (Inches)	One Story (without basement)			Frame	8	4	Masonry veneer on frame	8	4
Number of Stories and Type of Construction	Thickness of Footing (Inches)	Projection on Each Side of Foundation Wall (Inches)												
One Story (without basement)														
Frame	8	4												
Masonry veneer on frame	8	4												

		<table border="1"> <tr> <td>Masonry</td> <td>8</td> <td>4</td> </tr> <tr> <td colspan="3" style="text-align: center;">One Story (with basement)</td> </tr> <tr> <td>Frame</td> <td>8</td> <td>4</td> </tr> <tr> <td>Masonry veneer on frame</td> <td>8</td> <td>4</td> </tr> <tr> <td colspan="3" style="text-align: center;">Over One Story (with or without a basement)</td> </tr> <tr> <td>Frame</td> <td>8</td> <td>4</td> </tr> <tr> <td>Masonry veneer on frame</td> <td>8</td> <td>4</td> </tr> <tr> <td>Masonry</td> <td>12</td> <td>6</td> </tr> </table> <p>EXCEPTION: At the discretion of the Building Official, Tables R403.1(1), R403.1(2) and R403.1(3) can be used if a soil report and foundation design, both of which are prepared by a design professional registered in the State of Illinois are submitted as an alternate to the above table.</p>	Masonry	8	4	One Story (with basement)			Frame	8	4	Masonry veneer on frame	8	4	Over One Story (with or without a basement)			Frame	8	4	Masonry veneer on frame	8	4	Masonry	12	6
Masonry	8	4																								
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Frame	8	4																								
Masonry veneer on frame	8	4																								
Masonry	12	6																								
IRC Page 99	Section R403.1.4.1	Exception number 1 in Section R403.1.4.1 shall be modified to read as follows: "1. Protection of free-standing accessory structures with an area of 1,000 square feet or less, of light-frame construction and with an eave height of 10 feet or less shall not be required."																								
IRC Page 130	Section R405.1	Section R405.1 shall be deleted in its entirety, including the exception stated therein. A new Section R405.1 is hereby inserted in lieu thereof, which shall read as follows: "R405.1 Concrete or Masonry Foundations. Drains shall be provided around all concrete or masonry foundations that retain earth and enclose crawl spaces, habitable or usable spaces located below grade. The foundation drain shall consist of drainage tiles or perforated pipe placed on a minimum of two inches (2") of washed gravel or crushed rock with a minimum aggregate size of one-half inch (1/2") in diameter and covered with not less than twelve inches (12") of the same material. Foundation drains must be covered with a filter membrane with a minimum width of eighteen inches (18"). Foundation drains must connect to a sump pit located inside the basement or crawl space of the dwelling. The drains must discharge by gravity or mechanical means into an approved drainage system. Foundation drains that do not discharge into an approved storm sewer or drainage swale must terminate a minimum of twenty feet (20') from all property lines."																								
IRC Page 133	Section R408.6	Section R408.6 shall be deleted in its entirety, and a new Section R408.6 shall be inserted in lieu thereof, which shall read as follows: "R408.6 Finished Grade. The finished grade of under floor surfaces must be located a minimum of twenty-four inches (24") and a maximum of forty-eight inches (48") below the bottom of the floor framing."																								
IRC Page 134	Section R408.7	Section R408.7 is hereby deleted in its entirety, with no substitution therefor.																								
IRC Page 177	Section R602.3.2	Section R602.3.2 is hereby modified by deleting the exceptions stated therein.																								
IRC Page 432	Section R903	Section R903 is hereby modified by the addition of the following subsection R903.5, which shall read as follows: "R903.5 Gutters and Downspouts. When a dwelling is provided with a basement or has habitable rooms below grade, gutters and downspouts shall be installed, unless omission is specifically permitted by the Building Official. All exterior doors, not protected with gutters,																								

		shall be protected from roof runoff by a continuous gutter and downspouts or an approved type diverter.”
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E. ICC Existing Building Code, 2018 edition: The ICC Existing Building Code, 2018 edition (IEBC), hereby adopted by the Village shall be amended as follows:

GENERAL AMENDMENTS:		
(1)		ICC Electrical Code: Any and all references to the ICC Electrical Code are hereby deleted and reference to the NFPA 70 National Electrical Code, 2017 Edition, shall be inserted in lieu thereof.
(2)		ICC International Energy Conservation Code: Any and all references to the ICC International Energy Conservation Code are hereby deleted and reference to the State of Illinois Energy Conservation Code, 2021 Edition, shall be inserted in lieu thereof.
(3)		ICC International Plumbing Code: Any and all references to the ICC International Plumbing Code are hereby deleted and reference to the State of Illinois Plumbing Code, 2014 Edition, shall be inserted in lieu thereof.
(4)		Code Official: Any and all references to the “Code Official” are hereby deleted and reference to the “Building Official” shall be inserted in lieu thereof.
SPECIFIC AMENDMENTS:		
IEBC Page 1	Section 101.1	The words “[NAME OF JURISDICTION]” shall be deleted, and the words “Village of Lake Villa” shall be inserted in lieu thereof.
IEBC Page 7	Section 108	The words “applicable governing authority” shall be deleted, and the words “the effective fee schedule as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code.”
IEBC Page 9	Section 113.4	Section 113.4 shall be deleted in its entirety and a new Section 113.4 shall be inserted in lieu thereof, which shall read as follows: “Section 113.4 Violation Penalties. Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved plans therefor and/or construction documents or directive of the Code Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a petty offense punishable by a mandatory fine as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code. Each day that a violation exists or continues shall constitute a separate offense.”
IEBC Page 15	Section 301.5	The words “2009 Edition of ICC A117.1” shall be deleted, and the words “2024 Illinois Accessibility Code” (410 ILCS 25/4) shall be inserted in lieu thereof.
IEBC Page 15	Section 302.3	Any and all references to the International Private Sewage Disposal Code are hereby deleted and reference to the Lake County Code of Ordinances, Title XVII, “Health”, shall be inserted in lieu thereof.

- F. ICC International Mechanical Code, 2018 edition: The ICC International Mechanical Code, 2018 edition (IMC), hereby adopted by the Village shall be amended as follows:

GENERAL AMENDMENTS:		
(1)		ICC Electrical Code: Any and all references to the ICC Electrical Code are hereby deleted and reference to the NFPA 70 National Electrical Code, 2017 Edition, shall be inserted in lieu thereof.
(2)		ICC International Energy Conservation Code: Any and all references to the ICC International Energy Conservation Code are hereby deleted and reference to the State of Illinois Energy Conservation Code, 2021 Edition, shall be inserted in lieu thereof.
(3)		ICC International Plumbing Code: Any and all references to the ICC International Plumbing Code are hereby deleted and reference to the State of Illinois Plumbing Code, 2014 Edition, shall be inserted in lieu thereof.
(4)		Code Official: Any and all references to the "Code Official" are hereby deleted and reference to the "Building Official" shall be inserted in lieu thereof.
SPECIFIC AMENDMENTS:		
IMC Page 1	Section 101.1	The words "[NAME OF JURISDICTION]" shall be deleted, and the words "Village of Lake Villa" shall be inserted in lieu thereof.
IMC Page 5	Section 106.5.2	The words "as indicated in the following schedule" and "[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]" shall be deleted, and the words "the effective fee schedule as specified from time to time in Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village", of Title 1, "Administrative Regulations", of the Lake Villa Village Code".
IMC Page 6	Section 108.1	Section 108.1 shall be amended by the addition of the following subsection: "108.1.1 Enforcement. The provisions of Section 8-1-6 of the Village of Lake Villa Village Code shall govern and control the means of enforcement."
IMC Page 7	Section 108.4	Section 108.4 shall be amended to read as follows: "Section 108.4 Violation Penalties. Any person who shall be found guilty of violating a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved plans therefor and/or construction documents or directive of the Code Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a petty offense punishable by a mandatory fine as specified from time to time in Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village", of Title 1, "Administrative Regulations", of the Lake Villa Village Code. Each day that a violation exists or continues shall constitute a separate offense."
IMC Page 7	Section 108.5	Section 108.5 shall be deleted in its entirety and a new Section 108.5 shall be inserted in lieu thereof, which shall read as follows: "Section 108.5 Stop Work Orders. Upon written notice from the Code Official that mechanical work is being performed contrary to the provisions of this Code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's

		authorized agent, or to the person doing the work. The notice shall state the reason(s) that the stop work order is being issued and the conditions under which work is authorized to resume. Where an emergency exists, the Code Official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work after having been served with such a Stop Work Order, except such work as that person is directed to perform to remove a violation or to correct an unsafe condition, shall be subject to a mandatory fine as specified from time to time in Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village", of Title 1, "Administrative Regulations", of the Lake Villa Village Code. Each day that a violation exists or continues shall constitute a separate offense."
IMC Page 7	Section 109	Section 109,"Means of Appeal", shall be deleted in its entirety and a new Section 109 shall be inserted in lieu thereof, which shall read as follows: "Section 109. Means of Appeal. The provisions of Section 8-1-15, "Appeals", of this Village Code shall govern and control the means of appeal."

G. ICC International Fuel Gas Code, 2018 edition: The ICC International Fuel Gas Code, 2018 edition (IFGC), hereby adopted by the Village shall be amended as follows:

GENERAL AMENDMENTS:		
(1)	ICC Electrical Code: Any and all references to the ICC Electrical Code are hereby deleted and reference to the NFPA 70 National Electrical Code, 2017 Edition, shall be inserted in lieu thereof.	
(2)	ICC International Existing Building Code: Any and all references to the ICC International Existing Building Code are hereby deleted, with no substitution, and in lieu thereof, a reference to the ICC International Existing Building Code, 2018 Edition, shall be inserted.	
(3)	ICC International Energy Conservation Code: Any and all references to the ICC International Energy Conservation Code are hereby deleted and reference to the State of Illinois Energy Conservation Code, 2021 Edition, shall be inserted in lieu thereof.	
(4)	ICC International Plumbing Code: Any and all references to the ICC International Plumbing Code are hereby deleted and reference to the State of Illinois Plumbing Code, 2014 Edition, shall be inserted in lieu thereof.	
(5)	Code Official: Any and all references to the "Code Official" are hereby deleted and reference to the "Building Official" shall be inserted in lieu thereof.	
SPECIFIC AMENDMENTS:		
IFGC Page 1	Section 101.1	The words "[NAME OF JURISDICTION]" shall be deleted, and the words "Village of Lake Villa" shall be inserted in lieu thereof.
IFGC Page 5	Section 106.6.2	The words "as indicated in the following schedule" and "[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]" shall be deleted, and the words "the effective fee schedule as specified from time to time in Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village", of Title 1, "Administrative

		Regulations”, of the Lake Villa Village Code” shall be inserted in lieu thereof.
IFGC Page 7	Section 108.4	Section 108.4 shall be deleted in its entirety, and a new Section 108.4 shall be inserted in lieu thereof, which shall read as follows: “Section 108.4 Violation Penalties. Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall violate a permit or certificate issued under the provisions of this Code, shall be guilty of a petty offense punishable by a mandatory fine as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code. Each day that a violation exists or continues shall constitute a separate offense.”
IFGC Page 7	Section 108.5	Section 108.5, “Stop Work Orders”, shall be amended by deleting the first reference to “[AMOUNT]” and inserting “\$100 per day”, and by deleting the second reference to “[AMOUNT]” and inserting “or more than \$750.00 per day. Each day that a violation exists or continues shall constitute a separate offense.”
IFGC Page 8	Section 109	Section 109, “Means of Appeal”, shall be deleted in its entirety and a new Section 109 shall be inserted in lieu thereof, which shall read as follows: “Section 109. Means of Appeal. The provisions of Section 8-1-15, “Appeals”, of this Village Code shall govern and control the means of appeal.”
IFGC Page 97	Section 504.2.10	Section 504.2.10 shall be deleted in its entirety and a new Section 504.2.10 shall be inserted in lieu thereof, which shall read as follows: “504.2.10. Corrugated vent connectors are not permitted.”

H. ICC International Swimming Pool and Spa Code, 2018 Edition: The ICC International Swimming Pool and Spa Code, 2018 edition (ISPSC), hereby adopted by the Village shall be amended as follows:

GENERAL AMENDMENTS:		
(1)	Code Official: Any and all references to the “Code Official” are hereby deleted and reference to the “Building Official” or “Building Officer” shall be inserted in lieu thereof.	
(2)	ICC International Plumbing Code: Any and all references to the ICC International Plumbing Code are hereby deleted and reference to the State of Illinois Plumbing Code, 2014 Edition, shall be inserted in lieu thereof.	
SPECIFIC AMENDMENTS:		
ISPSC Page 1	Section 101.1	The words “[NAME OF JURISDICTION]” shall be deleted, and the words “Village of Lake Villa” shall be inserted in lieu thereof.
ISPSC Page 2	Section 103.1	The words “DEPARTMENT OF BUILDING SAFETY” shall be deleted, and the words “Office of the Building Officer” or “Village of Lake Villa Building Department” shall be inserted in lieu thereof.
ISPSC Page 2	Section 105.5.3	Section 105.5.3 shall be amended by deleting the first sentence in its entirety and inserting the following in lieu thereof: “Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a

		period of 180 days after the time the work is commenced, or if the work authorized by such permit is not completed within one year of the date of permit issuance.”
ISPSC Page 4	Section 105.5.4	Section 105.5.4 shall be amended by the deletion of the last sentence in this section, with no substitution.
ISPSC Page 4	Section 105.6.2	The words “[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]” shall be deleted, and the words “the effective fee schedule as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code”.
ISPSC Page 4	Section 105.6.3	Section 105.6.3 shall be deleted in its entirety, and a new Section 105.6.3 shall be inserted in lieu thereof, which shall read as follows: “Section 105.6.3 The Building Official shall authorize the refunding of fees when authorized from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code.”
ISPSC Page 6	Section 107.4	Section 107.4 shall be deleted in its entirety, and a new Section 107.4 shall be inserted in lieu thereof, which shall read as follows: “Section 107.4 Any person who shall violate any provision of this Code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, or repair a pool or spa in violation of the approved plans therefor and/or the construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this Code, shall be subject to a mandatory fine as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code. Each day a violation exists or continues shall constitute a separate offense.”
ISPSC Page 7	Section 108	Section 108 shall be deleted in its entirety, and a new Section 108 shall be inserted in lieu thereof, which shall read as follows: “Section 108. Appeals. The provisions of Section 8-1-15, “Appeals”, of the Village Code shall govern and control the means of appeal.”
ISPSC Page 13	Section 304.1	Section 304.1 shall be deleted in its entirety and a new Section 304.1 shall be inserted in lieu thereof, which shall read as follows: “Section 304.1 General. Refer to the current version of the Lake Villa Watershed Development Ordinance as adopted in Chapter 6 of Title 4 of the Lake Villa Code of Ordinances.”
ISPSC Page 13	Sections 304.2 Through 304.2.2	Section 304.2 through Section 304.2.2 shall be deleted in their entirety, with no substitution.
ISPSC Page 15	Section 305.4	The first paragraph of Section 305.4 shall be deleted, and the following shall be inserted in lieu thereof: “Where a wall of a dwelling or structure serves as part of the barrier, doors that provide direct access to the aquatic vessel through the wall shall be equipped with one or more of the following:”

ISPSC Page 15	Section 305.4.1	Section 305.4.1 shall be deleted in its entirety, and a new Section 305.4.1 shall be inserted in lieu thereof, which shall read as follows: “Section 305.4.1. Operable windows without screens installed and having a sill height of less than 48 inches (1219mm) above the indoor finished floor and doors shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. In dwellings or structures not required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located 54 inches (1372mm) or more above the finished floor. In dwellings or structures required to be Accessible units, Type A units or Type B units, the operable parts of the alarm deactivation switches shall be located not greater than 54 inches (1372mm) and not less than 48 inches (1219mm) above the finished floor.”
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- I. ICC International Fire Code, 2018 edition: The ICC International Fire Code, 2018 edition (IFC), hereby adopted by the Village shall be amended as follows:

GENERAL AMENDMENTS:		
(1)	Code Official: Any and all references to the “Fire Code Official” are hereby deleted and reference to the “Building Official” or “Building Officer” shall be inserted in lieu thereof.	
SPECIFIC AMENDMENTS:		
IFC Page 1	Section 101.1	The words “[NAME OF JURISDICTION]” shall be deleted, and the words “Village of Lake Villa” shall be inserted in lieu thereof.
IFC Page 2	Section 103	Section 103 shall be deleted, with no substitution.
IFC Page 4	Section 105.1.2	Section 105.1.2, “Types of Permits”, shall be amended by the deletion of that title and of item #1 and the renumbering of item #2 as item #1.
IFC Page 13	Section 109	Section 109, “Board of Appeals”, shall be deleted in its entirety and a new Section 109 shall be inserted in lieu thereof, which shall read as follows: “Section 109. Appeals. The provisions of Section 8-1-15, “Appeals”, of the Lake Villa Village Code shall govern and control the means of appeal.”
IFC Page 14	Section 110.4	Section 110.4 shall be deleted in its entirety and a new Section 110.4 shall be inserted in lieu thereof, which shall read as follows: “Section 110.4 Violation Penalties. Any person who shall violate any provision of this Code or shall fail to comply with any of the requirements thereof or directive of the Code Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a petty offense and shall be subject to a mandatory fine as specified from time to time in Chapter 18, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code. Each day that a violation exists or continues shall constitute a separate offense.”

J. 2017 NFPA 70 National Electrical Code: The 2017 NFPA 70 National Electrical Code (NEC), hereby adopted by the Village shall be amended as follows:

NEC Page 70-32	New Section Added	The following new section shall be added in numerical order: "90.10 Means of Appeal. The provisions of Section 8-1-15, "Appeals", of the Lake Villa Village Code shall govern and control the means of appeal."
NEC Page 70-59	Article 210.8(A)	The following shall be added to Article 210.8(A): "Exception to (4): Receptacles supplying power to sump pumps, battery backup sump pumps and ejector pumps in the areas noted above must also be protected by an alarm that indicates a tripped condition of the GFCI protection device." AND The following sentence shall be added to "Exception to (5)": "Receptacles supplying power to sump pumps, battery backup sump pumps and ejector pumps in the areas noted above must also be protected by an alarm that indicates a tripped condition of the GFCI protection device."
NEC Page 70-59	Article 210.8(B)	The following shall be added to Article 210.8(B): "Exception to (10): Receptacles supplying power to sump pumps, battery backup sump pumps and ejector pumps in the areas noted above must also be protected by an alarm that indicates a tripped condition of the GFCI protection device."
NEC Page 70-60/61	Article 210.12	The exception in Article 210.12, "Arc-Fault Circuit-Interrupter Protection (AFCI)" shall be amended to revise Exception to 210-12(D) as follows: "Exception to 210-12(D) AFCI protection shall not be required where the extension of the existing conductors is not more than 1.8m (6 feet) and does not include any additional outlets or devices, and in circumstances where the Building Official deems that it is not practical to comply with this requirement due to existing conditions, the requirement can be waived, provided every reasonable effort is made to comply with the intent of this Code."
NEC Page 70-86	Article 230.28(A)	Section A of Article 230.28 shall be amended to read as follows: "(A) Strength. Service masts used for the support of overhead service drop conductors need to meet current utility company requirements."
NEC Page 70-87	Article 230.43	Article 230.43 shall be deleted in its entirety and a new Article 230.43 shall be inserted in lieu thereof, which shall read as follows: "Article 230.43 Unless special permission is granted by authority having jurisdiction, only the following wiring methods shall be used for service entrance conductors: (1) Rigid metal conduit (RMC); (2) Intermediate metal conduit (IMC); (3) Electrical metallic tubing (EMT)"
NEC 70-136- 137	Article 300.5(A)	Article 300.5(A), "Minimum Cover Requirements", shall be amended by the addition of the following at the end of this section: "Underground installation of electrical conductors cannot be located in the same trench with plumbing or gas service(s) unless the distance between all utility services located in the same trench is a minimum of twelve inches (12") measured in a horizontal dimension. Utility

		<p>services located in separate trenches shall be located a minimum of twelve inches (12") apart horizontally.</p> <p>Exception: Plumbing and electrical systems that are part of a swimming pool installation may be located in the same trench in circumstances where the Building Official determines that it is not practical to comply with the separation requirement."</p>
NEC 70-182	Article 320.12	<p>Article 320.12, "Uses Not Permitted", shall be amended by the addition of the following:</p> <p>"(6) In any occupancy other than one- and two-family dwellings."</p>
NEC 70-191	Article 334.10	<p>Article 334.10, "Uses Permitted", shall be amended by the deletion of Items (2), (3) and (5), with no substitution.</p>
NEC 70-811	Article 80.15(G)	<p>Article 80.15(G) shall be deleted in its entirety, and a new Article 80.15(G) shall be inserted in lieu thereof, which shall read as follows:</p> <p>"Article 80.15(G): The provisions of Section 8-1-15, "Appeals", of the Lake Villa Village Code shall govern and control the means of appeal."</p>

10/29/24

RESOLUTION NO. 2024-11-01

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
“RESTATED AND AMENDED AGREEMENT FOR SEWAGE DISPOSAL”
BETWEEN THE VILLAGE OF LAKE VILLA AND THE COUNTY OF LAKE

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, units of local government are authorized by Article VII, Section 10 of the Constitution of Illinois to enter into agreements among themselves to:

“ . . . obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance . . . participating units of government may use their credit, revenues, and any other resources to pay costs and to service debt related to intergovernmental activities.”

; and

WHEREAS, the Village of Lake Villa operates a sanitary sewer system within its boundaries, and by a previously executed “Agreement for Sewage Disposal” dated April 9, 1991 with Lake County, as amended from time to time, discharges wastewater from its sanitary sewer system into interceptors owned by Lake County for transmission to the Northwest Regional Water Reclamation Facility (hereinafter, “the NWRWRF”), where the wastewater is treated; and

WHEREAS, there has been presented to the Village a proposed “Restated and Amended Agreement for Sewage Disposal” between the Village of Lake Villa and the County of Lake (“the Agreement”) relative to the pretreatment of wastewater and the use of the NWRWRF, among other things; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of this Village and its residents that the Agreement be executed and in effect:

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois, as follows:

SECTION 1: That the Corporate Authorities of the Village of Lake Villa find that the facts as stated in the preamble hereof are true and correct.

SECTION 2: That said “Restated and Amended Agreement for Sewage Disposal” between the Village of Lake Villa and the County of Lake (“the Agreement”), in substantially the form attached hereto as Exhibit A, shall be and is hereby authorized, ratified, and approved, and the execution thereof by the Mayor and Village Clerk is hereby authorized, ratified and approved.

SECTION 3: This Resolution shall take effect from and after its passage and approval as provided by law.

Passed by the Corporate Authorities on November 4, 2024, on a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED by the Mayor on November 4, 2024

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk,
Village of Lake Villa

EXHIBIT A

“RESTATED AND AMENDED AGREEMENT FOR SEWAGE DISPOSAL”
BETWEEN THE VILLAGE OF LAKE VILLA AND THE COUNTY OF LAKE

EXHIBIT B

THIRD AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL

RESTATED AND AMENDED
AGREEMENT FOR SEWAGE DISPOSAL
Entered Into By and Between
The County of Lake, Illinois
and
The Village of Lake Villa, Illinois
As of
_____, 2024

RESTATED AND AMENDED AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT made and executed this ____ day of _____, 2024, between the Village of Lake Villa, a municipal corporation located in Lake County, Illinois, hereinafter referred to as the "**Municipality**", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "**County**,"

RECITALS:

1. The public health, welfare, and safety of the residents of the Municipality and the residents of the County require the development of coordinated and adequate systems and methods for the collection and treatment of sewage so as to eliminate pollution of lakes and streams.

2. The County has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled "An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties", as amended, for the purpose of performing the function of sewage disposal and has prepared a comprehensive plan for the disposal of sewage from areas of the County, including portions of the Northwest Lake Facilities Planning Area established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such service and the related facilities.

3. Pursuant to such plans and programs, the County has constructed, owns, and operates a system of interceptor sanitary sewers in the aforementioned facilities planning area to provide sanitary sewer service. The County and the Village of Fox Lake ("**Fox Lake**") have also entered into the Fox Lake Agreement whereby Fox Lake will provide sewage treatment services for the County in the Northwest Regional Area, subject to certain fees and conditions as outlined in the Fox Lake Agreement.

4. The County and the Municipality have previously entered into an Agreement for Sewage Disposal, dated April 9, 1991, as amended (the "**Prior Sewage Agreement**").

5. In accordance with the Prior Sewage Agreement, the Municipality's sewer system is already delivering sewage from Municipality customers to the County's interceptor for the Northwest Regional Area.

6. In order to ensure the ability to develop long-range plans for providing sewerage services for future development and redevelopment of its territory, the Municipality desires to enter into a restated and amended agreement to secure a long-term source for Sewage Treatment services. The Northwest Regional Water Reclamation Facility is the most effective source for such Sewage Treatment services.

7. In order to conform with the terms and conditions under which continued Sewage Treatment services will be provided through the Northwest Regional Water Reclamation Facility, the County and the Municipality desire to enter this restated and amended agreement for sewage disposal that will permit the Municipality, subject to specified terms, conditions, exceptions, and limitations, to deliver sewage to the County's sanitary sewer system in the Northwest Regional Area for Treatment services via the Northwest Regional Water Reclamation Facility, which

restated and amended agreement would supersede the Prior Sewage Agreement.

8. The Municipality does not endorse the recitals or other provisions of the Fox Lake Agreement not referenced or otherwise affected by the terms of this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the County and the Municipality do hereby agree as follows:

ARTICLE I

RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

ARTICLE II

DEFINITIONS

2.1 **Biochemical Oxygen Demand (B.O.D.).**

The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory test procedures in five days at 20°C.

2.2 **Collection.**

The receipt of Sewage directly from the service connection of an individual Customer and the delivery of such Sewage to the County Interceptors or to any other provider of Transport or Treatment services.

2.3 **Comprehensive Plan.**

The Regional Wastewater Plan of the County of Lake approved by resolution of the County dated December 17, 1968, and amended from time-to-time thereafter.

2.4 **Connection Charges.**

The charges from time-to-time imposed by the County on Customers who are newly connecting to the County Sewerage System as a condition of such connections, as well as any supplemental charges required pursuant to Section 6.11 of this Agreement relating to Customers who have previously connected to the County Sewerage System.

2.5 **Consultation.**

With respect to the County, as used in the Fox Lake Agreement, "consultation" includes: (i) sixty (60) days' notice of any matter about which consultation is to occur, unless either (a) exigent circumstances exist, or (b) the Wholesale Advisory Committee and the County otherwise agree; (ii) the delivery of any applicable and available studies to the Wholesale Advisory

Committee; and (iii) providing the Wholesale Advisory Committee an opportunity to submit written comment to County Public Works staff before such consultation period concludes.

2.6 **County Interceptors.**

The system of Sanitary Sewer interceptors, and related facilities, as generally described in the Comprehensive Plan and tributary to the Northwest Regional Water Reclamation Facility, together with such extensions of, and additions to, such system of interceptors and facilities, all as are or may be owned and operated by the County in the Northwest Lake FPA.

2.7 **County Northwest Service Area.**

The Northwest Lake FPA (the boundaries of which as of the Effective Date of this Agreement are depicted on Exhibit A), except that portion lying within the Fox Lake municipal service area under the Fox Lake Agreement or any portion of the Northwest Lake FPA that is not to receive Treatment service from the Northwest Regional Water Reclamation Facility pursuant to the Fox Lake Agreement.

2.8 **County Sewerage System.**

The County Interceptors, and all other Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated land, easements, and rights-of-way, that the County, from time-to-time, owns or operates for the purpose of, or related to, Transporting Sewage within the County Northwest Service Area to the Northwest Regional Water Reclamation Facility or such other provider of Treatment services as the County may utilize.

2.9 **County Sewer Ordinances.**

An ordinance entitled "An Ordinance Regulating the Use of Public and Private Sewer and Drains, Private Sewage Disposal, the Installation and Connection of Building Sewers, and the Discharge of Waters and Wastes into the Public Sewer Systems of the County of Lake in the State of Illinois," enacted by the County on and dated February 9, 1988, together with all such amendments thereto as have been or may be enacted from time-to-time, and any and all other ordinances adopted or rules promulgated by the County relating in any way to the County Sewerage System or to the Collection, Transport, Pretreatment, or Treatment of Sewage in the County.

2.10 **Customer.**

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the Municipal Service Area that discharges Sewage, either directly or indirectly, into the County Sewerage System.

2.11 **Effective Date.**

The date on which this Agreement shall become effective pursuant to Subsection 10.8 of this Agreement.

2.12 **Force Majeure.**

Orders of the United States, State of Illinois, or other civil or military authority, changes in applicable law, strikes, lock-outs, acts of God, inability to obtain labor or materials, enemy action, civil commotion, fire, unavoidable casualty, epidemics and pandemics, or other similar events or circumstances.

2.13 **Fox Lake.**

The Village of Fox Lake, Illinois.

2.14 **Fox Lake Agreement.**

That certain agreement between the County and Fox Lake dated July 15, 2010 (and amendments thereto that may be entered into from time-to-time) providing *inter alia* for the treatment and disposal of sewage delivered from the County Interceptor to Northwest Regional Water Reclamation Facility.

2.15 **Industrial Waste.**

Liquid and water-carried waste discharged by any non-residential Customer.

2.16 **Inflow/Infiltration.**

A. Inflow: Water other than wastewater that enters a sewerage system from sources such as roof leaders, drains, manhole covers, cross connections between storm and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage.

B. Infiltration: Water other than wastewater that enters a sewerage system from the ground through such means as defective pipes, pipe joints, connections, or manholes.

C. Excessive Inflow/Infiltration: Any flow greater than 2.5 times the design average flow of the Northwest Regional Water Reclamation Facility, or such greater multiple of the design average flow that may be authorized from time-to-time in the NPDES permit for the Northwest Regional Water Reclamation Facility.

2.17 **Meter.**

Any device used to measure flow.

2.18 **Municipal Service Area.**

The parcels depicted on Exhibit B to this Agreement that are located within the corporate limits of the Municipality; provided, however, that any portion so depicted for which the County already Collects Sewage directly shall be deemed excluded from the Municipal Service Area.

2.19 **Municipal Sewage Collection System.**

All Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated lands, easements, and rights-of-way, whether located within or without the Municipal Service Area, presently existing or to be constructed in the future, that are owned,

operated, or maintained by the Municipality and are necessary to Collect Sewage from individual Customers located within the Municipal Service Area and to deliver such Sewage to the County Interceptors in accordance with the County Sewer Ordinances, all other applicable laws, ordinances, and regulations, and sound engineering practices, except as otherwise expressly provided in this Agreement.

2.20 **Northwest Lake FPA.**

The Northwest Lake Facilities Planning Area as established in the Illinois Water Quality Management Plan, as such plan may be amended from time-to-time.

2.21 **Northwest Regional Water Reclamation Facility.**

The wastewater treatment plant constructed, owned, and operated by Fox Lake, and located at 200 Industrial Drive, Fox Lake, Illinois, which discharges into the Fox River in Lake County, Illinois, together with any additions to, or extensions of, such plant.

2.22 **Population Equivalent (P.E.).**

The calculated population that would normally produce 100 gallons of Sanitary Sewage per day containing 0.17 pounds of B.O.D. and 0.20 pounds of total Suspended Solids. The P.E. for a discharger of Industrial Waste shall be based on the highest of the flow, B.O.D., and Total Suspended Solids.

2.23 **Pretreated Sewage.**

Sanitary Sewage or Industrial Waste that has been subjected to Pretreatment.

2.24 **Pretreatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character of Sanitary Sewage or Industrial Waste so as to meet the pretreatment standards promulgated under Section 307(b) and 307(c) of the Federal Clean Water Act, or any amendment thereto, as well as any pretreatment standards heretofore or hereafter established by State law, the County Sewer Ordinances, or in accordance with the Fox Lake Agreement.

2.25 **Properly Shredded Garbage.**

Garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

2.26 **Residential Customer Equivalent (R.C.E.).**

A unit of measurement for purposes of imposing Connection Charges or assessing Sewer User Fees on Customers that shall equal either:

- A. The sanitary sewage flow from a single dwelling unit of any type; or
- B. For non-residential Customers, which for calculation purposes is 2.5 P.E.

2.27 **Sanitary Sewage.**

Liquid and water-carried waste and Properly Shredded Garbage discharged from the plumbing fixtures of dwellings and other buildings, but not including Industrial Waste.

2.28 **Sanitary Sewer.**

Any sewer that carries Sewage.

2.29 **Sanitary Sewer Service.**

The Transport and Treatment of Sewage, or any combination of one or more of such activities.

2.30 **Sewage.**

Sanitary Sewage, Industrial Waste, and Pretreated Sewage, together with such Inflow/Infiltration as may be permitted pursuant to the County Sewer Ordinances or the Fox Lake Agreement.

2.31 **Sewer User Fee.**

The standard rates charged by the County (which include applicable County and Fox Lake fees) in the County Sewerage System for Transport and Treatment of Sewage of a specified volume, strength, and composition.

2.32 **Suspended Solids.**

Nonfilterable solids that either float on the surface of, or are in suspension in, Sewage or other liquids.

2.33 **Transport.**

The conveyance of Sewage from the point or points of discharge of the Municipal Sewage Collection System to the Northwest Regional Water Reclamation Facility or to any other provider of Treatment service.

2.34 **Treatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character or composition of Sanitary Sewage or Industrial Waste so as to meet all federal, state, Fox Lake, and County requirements.

2.35 **Wholesale Advisory Committee.**

An advisory body comprised of both the Wholesale Policy Advisory Committee and the Wholesale Technical Advisory Committee, the responsibilities of which will be further set forth in bylaws to be approved by the Wholesale Policy Advisory Committee. The Wholesale Advisory Committee is established for the purposes of communication and coordination on matters of mutual concern regarding sanitary sewerage service, including input on operational and cost effectiveness matters relating to local systems, transport, and treatment activities, throughout the

Northwest Lake FPA.

2.36 **Wholesale Policy Advisory Committee.**

An advisory body comprised of one representative from each of the Municipality, the County, Fox Lake, and each municipality, sanitary district, and public utility company that (i) owns local sewers that are located within the Northwest Lake FPA; (ii) is served by the Northwest Regional Water Reclamation Facility; and (iii) is a party to a current contract for such service with the County ("**Wholesalers**"). Representatives (as well as any alternative representatives) are to be approved by resolution of the respective corporate authorities of the County, Fox Lake, and each Wholesaler. Representatives and alternate representatives shall be either members of the corporate authorities or administrative officials of the Municipality, County, Fox Lake, or a Wholesaler. The Wholesale Policy Advisory Committee is established for the purposes of communication and coordination on matters of mutual concern regarding sanitary sewerage service throughout the Northwest Lake FPA.

2.37 **Wholesale Technical Advisory Committee.**

An advisory body comprised of one representative from the Municipality, County, Fox Lake, and each Wholesaler. Representatives (as well as any alternative representatives) are to be approved by resolution of the respective corporate authorities of the Municipality, County, Fox Lake, and each Wholesaler. Representatives and alternate representatives shall be either engineers or full-time employees of the Municipality, County, Fox Lake, or each Wholesaler with responsibilities relating to the representative's sanitary sewer system.

ARTICLE III

SANITARY SEWER SERVICE

3.1 **County Obligations.**

The County shall, subject to the conditions precedent and limitations set forth in Article V of this Agreement, and to the other terms and conditions of this Agreement, use its best efforts to operate and maintain the County Sewerage System in accordance with its customary practices and sound engineering practices. Use of the County Sewerage System shall be governed by the County Sewer Ordinances and this Agreement.

3.2 **Municipal Obligations.**

Except as provided in Section 3.3 of this Agreement, the Municipality shall not, at any time during the term of this Agreement, (i) offer, authorize, or permit any Sanitary Sewer Service within the Municipal Service Area other than such Service as is delivered by the County by and through the County Sewerage System; (ii) construct, or cause, permit, or consent to the construction of, any Sanitary Sewers or Treatment facilities (other than the County Sewerage System and the Municipal Sewage Collection System) within the Municipal Service Area; or (iii) deliver Sewage from properties within the Municipal Service Area to any Transport or Treatment facility other than the County Sewerage System (either directly or through tributary lines) without, in each such case, the prior written consent of the County.

3.3 **Alternative Sanitary Sewer Services.**

A. **Limited Right to Use Other Facilities.**

1. **Capacity to Serve.** If, at any time after the Effective Date of this Agreement, the County is unable or unwilling to provide Sanitary Sewer Service as required by this Agreement for all Sewage from the Municipal Service Area either directly or through tributary lines, the Municipality may, upon proper notice as provided in Subsection A2 of this Section 3.3, and without the consent of the County, make alternate arrangements for Sanitary Sewer Service with respect to such Sewage that the County is unable or unwilling to Transport or Treat. By pursuing alternative arrangements under this Section 3.3.A.1, the Municipality shall not be authorized to reduce the volume of Sewage Collected from the Municipal Service Area that has been and can continue to be served by the County Sewerage System. For the purpose of this Section:

- a. the County's ability to provide Sanitary Sewer Service shall be without regard to any expansion of the County Sewerage System for which the Municipality would be responsible for payment as described in Section 3.3.B; provided, however, that and a request for such an expansion shall be a condition precedent to Municipality exercising the relief herein described; and
- b. the County's inability to provide Sanitary Sewer Service shall include:
 - i. a lack of capacity in, constraints upon service capabilities of, or existing commitments to capacity within the County Sewerage System or any portion thereof needed or useful to provide Sanitary Sewer Service for the Municipal Service Area; or
 - ii. conditions that would cause or require the County to expand or modify the County Sewerage System or any portion thereof, or otherwise expend funds or commit resources in order to provide the requested Sanitary Sewerage Service.

2. **Required Notice.** Any notice required pursuant to Subsection 3.3.A.1 of this Agreement shall be in writing and shall be delivered to the County not less than 90 days before the Municipality enters into any agreement or other arrangement for any Sanitary Sewer Service with respect to Sewage from the Municipality by any provider of Sanitary Sewer Service other than the County. Such notice shall specify (a) the additional amount of Sewage for which the Municipality requires additional capacity and that the Municipality intends to deliver to any other service provider, (b) the property or properties from which such additional amount of Sewage would be generated, (c) the time within which such additional Sanitary Sewer Service capacity is required, and (d) the basis for the Municipality's conclusion that the County cannot or will not provide Sanitary Sewer Service with respect to such Sewage. If, within 90 days after such notice is delivered to the County, the

County agrees in writing to provide the required Sanitary Sewer Service, the Municipality shall be required to take such Service from the County pursuant to this Agreement rather than from any other service provider. Otherwise, the Municipality shall have no obligation to deliver such additional amounts of Sewage from the property or properties in question (as set forth in the notice) to the County Sewerage System at any time thereafter.

B. Municipality Request for Expansion of County Sewerage System. The parties acknowledge and agree that the County has the right, but not the obligation, to expand the County Sewerage System. Nevertheless, if, (i) as a result of the lack of capacity in any portion of the County Sewerage System needed to Transport Sewage from the Municipal Service Area, the County is unable to provide Sanitary Sewer Service for all Sewage from the Municipal Service Area, and (ii) the County has not otherwise elected to expand the County Sewerage System to address such lack of capacity, then (iii) the Municipality may request the County for a proposal to design, install, and construct such improvements to the County Sewerage System. If the County elects to provide such proposal, and the Municipality agrees in writing to pay the full cost of implementing such proposal (unless the County and Municipality otherwise agree), then the County shall be required to design, install, and construct such improvements in the manner set forth in the proposal, and the County agrees to reserve capacity in the County Sewerage System for the Municipality to the extent that the improvements made pursuant to this Section 3.3.B enhance the capacity of the County Sewerage System to serve the Municipality.

C. Septic Systems. Notwithstanding any provisions in this Agreement to the contrary, residential septic systems serving only one detached single family dwelling on a lot of at least 40,000 square feet in area and any other septic systems that may from time to time receive written approval from the County and Fox Lake shall not be considered to be Treatment facilities for purposes of this Section. In addition, any existing septic systems serving nonresidential structures or residential structures for which certificates of occupancy have been issued prior to the date of this Agreement (and, to the extent applicable, in conformity with the Prior Sewage Agreement) shall not be considered a Treatment facility for purposes of this Section; provided, however, that such existing septic systems (other than those serving only one detached single family dwelling on a lot greater than 40,000 square feet in area) shall not be replaced or repaired in a manner requiring a permit from the Lake County Board of Health unless there is no Sanitary Sewer within 300 feet of the property served by such septic system (or such greater distance as may be established by regulation of the Lake County Health Department). In addition, the County shall not have an obligation to Transport Sewage to the Northwest Regional Water Reclamation Facility if treated by any other type of on-site treatment system for which required permits have been issued and maintained (including without limitation land treatment systems).

3.4 Other Agreements and Laws.

Nothing in this Agreement shall be construed or interpreted as a waiver by the County of its rights under any other agreement or law governing the County's right to provide exclusive Sanitary Sewer Service within any portion of the County, including the Municipal Service Area.

ARTICLE IV

MUNICIPAL SEWAGE COLLECTION SYSTEM

4.1 **Acknowledgement of Existing Municipal Sewage Collection System.**

The parties acknowledge that the Municipality currently owns, operates, and maintains the Municipal Sewage Collection System, which system is tributary to the County Sewerage System. The Municipality shall be permitted to continue to Collect Sewage from Customers within the Municipal Service Area and to deliver such Sewage to the County Sewerage System, subject to and in accordance with the County Sewer Ordinances and the terms of this Agreement.

4.2 **Extensions to Municipal Sewage Collection System.**

A. **Permitted Extensions and Enlargements.** The Municipality shall be permitted to extend, enlarge, or otherwise modify or improve the Municipal Sewage Collection System in any manner that the Municipality determines is necessary and appropriate in order to serve Customers within the Municipal Service Area; provided that any such extension, enlargement, modification, or improvement shall be undertaken in accordance with the terms of this Agreement.

B. **Standards for Extensions or Enlargements.** In the event that the Municipality elects to extend, enlarge, or otherwise modify or improve the Municipal Sewage Collection System, either directly or by owners, subdividers, or developers of any lot, tract, or parcel within the Municipal Service Area in connection with the development of any such lot, tract, or parcel, the Municipality shall require any such extension, enlargement, modification, or improvement, to be designed, constructed, and installed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices. In fulfilling its responsibilities hereunder, the Municipality shall, at a minimum, undertake or cause to be undertaken, at no cost to the County, the following:

1. Obtain engineering services, from a firm experienced in the design of public sewerage systems, for the design, plans and specifications, and construction of any portion of the Municipal Sewage Collection System;
2. Obtain all easements, rights-of-way, licenses, and other property rights that are necessary or convenient to construct, install, operate, and maintain any portion of the Municipal Sewage Collection System, including the preparation of appropriate surveys, agreements, and other relevant documents;
3. Enter into contracts with firms experienced in the construction and installation of public sewerage systems;
4. Secure all permits, approvals, and authorizations that may be necessary or appropriate to construct, install, and operate the portion of the Municipal Sewage Collection System; and
5. In cases where the County is required to execute a permit application to the Illinois Environmental Protection Agency (“*IEPA*”), submit to the County, for the County's review and approval, all preliminary and final engineering plans and specifications and all permit applications for such new portions of the Municipal Sewage Collection System.

Further, the Municipality shall permit the County to conduct such reviews and inspections of the

work required to be performed pursuant to this Subsection 4.2.B as the County may deem necessary or appropriate to protect its interests.

C. County Obligations. Subject to the conditions and limitations set forth in Article V of this Agreement and to the other terms and conditions of this Agreement, and subject further to all customary County fees and charges being paid, the County shall have the following obligations with respect to any extension, enlargement, modification, or improvement of the Municipal Sewage Collection System:

1. The obligation to approve, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all designs, all plans, and specifications required to be prepared or supplied pursuant to this Section 4.2; and
2. The obligation to execute, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all permit applications required to be filed pursuant to this Section 4.2, but only when the signature of the County is required by the permitting agency.
3. The County shall complete its obligation under this Section within thirty (30) days after submission in full to the County.

D. Expansion Limitations. Notwithstanding anything in this Article IV to the contrary, the Municipality shall not expand the Municipal Service Area without the express written consent of the County; in assessing whether to consent to any such expansion, the County shall apply the standards set forth in its "Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements," a copy of which is attached hereto as Exhibit F (the "**Amendment Criteria**"). The County reserves the right to demand a new and separate service agreement (or an amendment to this Agreement) for any area served by an expansion of a Municipal Service Area. Notwithstanding anything in this Subsection 4.2.D to the contrary:

1. The County acknowledges that the Municipality has identified certain parcels depicted on Exhibit C attached hereto that the Municipality intends to annex and thereafter seek Sanitary Sewer Service from the County (the "**Conditional Expansion Areas**").
2. The County further acknowledges and agrees that, to the extent that the Municipality annexes any parcels within the Conditional Expansion Areas and restricts such parcels to development that is consistent with bulk and density parameters and use designations set forth in Exhibit C-1 attached hereto (the "**Expansion Parameters**"), the County will enter into an amendment to this Agreement to expand the Municipal Service Area without regard to the Amendment Criteria. The County's Director of Public Works shall be authorized on behalf of the County to enter into any such amendment to this Agreement pursuant to this Subsection 4.D.2, so long as such amendment shall include:
 - a. Requirements for the extension, expansion, improvement,

enlargement, or other modification to the County Sewerage System that the County's Director of Public Works determines to be necessary, appropriate, or convenient to serve the Conditional Expansion Area in question;

- b. Provisions for the payment by or on behalf of the Municipality of all costs associated with the requirements set forth in the amendment in accordance with Subsection 4.2 of this Agreement; provided, however, that for any extension, expansion, improvement, enlargement, or other modification to the County Sewerage System that will have substantial benefit to properties other than the Conditional Expansion Area in question, the payment shall be subject to recapture or limited to the proportionate benefit of the Conditional Expansion Area in question;
- c. With respect to any residential development within a Conditional Expansion Area, provisions for the payment of school impact fees (or equivalent land donations) in an amount no less than the amounts due under the then-current County school impact fee formula; provided that nothing in this Agreement shall compel the Village to collect or remit any school impact fee where no impact exists. To the extent that the County has more than one school impact fee formula, the formula that yields the lowest impact fee shall be the applicable measure of compliance with this Subsection 4.2.C.2.c; and
- d. Any requirements of Fox Lake in connection with the delivery of Sewage from the Conditional Expansion Area to the Northwest Regional Water Reclamation Facility shall be satisfied as a condition of the Conditional Service Area receiving Sanitary Sewerage Service from the County.

Any amendment to this Agreement relating to a Conditional Expansion Area shall be approved by the corporate authorities of the Municipality.

ARTICLE V

CONDITIONS AND LIMITATIONS

5.1 Conditions Beyond County's Control.

The County shall not be responsible for any failure to perform (or any delay in the performance of) the undertakings, obligations, and commitments assumed by it pursuant to this Agreement caused by a Force Majeure.

5.2 Conditions Precedent to County Service.

Notwithstanding any other provision of this Agreement, the right of any Customer

located within the Municipal Service Area to receive Sanitary Sewer Service from the County pursuant to this Agreement, and the County's obligation to provide Sanitary Sewer Services to any such Customer, shall be subject to all of the following conditions precedent having first been satisfied:

- A. Receipt by the County of all necessary governmental approvals to operate all of the components of the County Sewerage System as may be necessary to provide Sanitary Sewer Service to such Customer pursuant to this Agreement;
- B. Connection of the Customer to the Municipal Sewage Collection System in accordance with this Agreement;
- C. (i) The ability of the County to provide Sanitary Sewer Service as required by this Agreement without violating any applicable laws or regulations or the provisions of the Fox Lake Agreement, (ii) the ability of the Northwest Regional Water Reclamation Facility to accept Sewage that the Municipality delivers to the County Sewerage System from the Municipal Service Area for treatment and disposal in compliance with all applicable laws and regulations, and (iii) the legal right of the County to deliver said Sewage to said plant for such purposes;
- D. Payment of required Connection Charges to the County; and
- E. All other terms and conditions of this Agreement.

5.3 **Limitations on County Service.**

Notwithstanding any other provision of this Agreement, the right of the Municipality or any Customer located within the Municipal Service Area to receive Sanitary Sewer Service from the County, and the County's obligation to provide Sanitary Sewer Service within the Municipal Service Area, shall be subject to the following limitations:

- A. No new points of connection between the Municipal Sewage Collection System and the County Interceptors shall be permitted unless authorized in writing by the County Director of Public Works, in which case the precise number, size, and location of such new connections shall be determined by the County, after consultation with the Municipality and consideration of the Comprehensive Plan and the County Sewer Ordinances, in accordance with sound engineering practices.
- B. Notwithstanding anything in this Agreement to the contrary, the County shall not be required to accept, and the Village shall not be entitled to collect or deliver to the County Sewerage System, whether directly or indirectly, Sewage flow from the from the Municipal Service Area in excess of 24,630 P.E. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be on a first come-first serve basis and within the limits of available capacity of the County Sewerage System (or component parts thereof).
- C. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to the County Sewer Ordinances and all other applicable laws, ordinances, rules, and regulations that are generally applicable throughout the County Northwest Service Area, including without limitation the Fox Lake Agreement and those relating to Pretreatment and the management of fats,

oils, and grease as more fully detailed in Sections 5.4 and 5.5 of this Agreement). Except as otherwise required by federal or state law or the Fox Lake Agreement, no amendment to the County Sewer Ordinances shall be enforced against the Municipality until 60 days after the County shall have given the Municipality written notice of such amendment. The Municipality shall be given notice by the County Director of Public Works of any proposed amendment to the County Sewer Ordinances prior to the adoption of such amendments in order to permit the Municipality to review and comment; provided that any failure to give notice shall not affect the applicability of such amendments to the County Sewer Ordinances, but such amendments shall not take effect with respect to the Municipality until 60 days after the delivery of notice by the County of the effective date of the amendment. In addition, the maximum infiltration rate for new Sewers constructed within the Municipal Sewage Collection System shall conform to (i) the rules and regulations of the Illinois Environmental Protection Agency, (ii) the standards and requirements of the County's capacity, management, operations and maintenance program ("**CMOM**") as set forth in the County Sewer Ordinances (the current version being codified at Lake County Code § 53.07), and (iii) the provisions of this Agreement.

- D. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to all other terms and conditions of this Agreement.

5.4 **Pretreatment.**

A. **County Pretreatment Program.** Fox Lake shall provide, manage, and operate a Pretreatment program for the control of Sanitary Sewage and Industrial Waste from the Northwest Regional Area to assure that all Sewage delivered to the Northwest Regional Water Reclamation Facility from the Municipal Sewage Collection System and the County Sewerage System satisfies the Pretreatment standards and all other applicable federal, state, and local laws and regulations, and the provisions of this Agreement. (In the event that Fox Lake ceases to provide a Pretreatment program, the Municipality shall comply with the requirements of the County Sewer Ordinances for Pretreatment. The Pretreatment standards of the County Sewer Ordinances are currently codified in Chapter 54 of the Lake County Code.)

B. **Municipality Cooperation.** The Municipality shall reasonably cooperate with the Fox Lake and the County in the establishment and enforcement of a Pretreatment program serving the Municipal Sewage Collection System and its Customers. Such cooperation shall include without limitation the adoption of most recent pretreatment ordinances approved by the Fox Lake (or, in the event that Fox Lake has not adopted pretreatment ordinances, then most recent pretreatment ordinances approved by County Board) and authorizing Fox Lake and the County and their agents, representatives, and inspectors to have access to Customer's properties as may be necessary from time-to-time for the purpose of enforcing the ordinances aforesaid, including without limitation ordinances authorizing Fox Lake or the County to bring suit to collect all charges, or to terminate sewer and/or water services as may be necessary for the purpose of enforcement and for the purpose of protecting and preserving the environment.

C. **County Pretreatment Costs.** Fox Lake (or the County, if Fox Lake no longer provides a Pretreatment program) shall bear all the costs (payable from Sewer User Fees and any special Pretreatment surcharges or special connection fees as may be established from time-to-time) incurred for the proper management and operation of the Pretreatment program for the Northwest Regional Area without reimbursement from the Municipality.

D. Pretreatment Charges. For all Customers of the Municipality that are identified as being subject to the Pretreatment program, Fox Lake or the County may impose Pretreatment surcharges as well as fines and penalties for violations of Pretreatment standards, and each such Customer shall be solely responsible for the payment of invoices for any such surcharges, fines, and penalties relating to the Pretreatment program. The Pretreatment surcharges for Customers of the Municipality shall be comparable to similar surcharges imposed upon County Customers.

5.5 Fats, Oils, and Grease Regulations.

Fox Lake shall provide, manage, and operate a fats, oils, and grease program (the "**FOG Program**") to ensure compliance with the minimum standards set forth in Fox Lake's ordinances [or the County Sewer Ordinances (the current version being codified at Lake County Code § 53.09) in the event that Fox Lake does not establish or maintain a FOG Program] (the "**Fats, Oils, and Grease Rules**"). The purpose of the FOG Program is to ensure that any food processing, food sales, or food service establishment or user, that is connected to, or applying to connect to, the County Sewerage System (whether directly or indirectly) will comply with the Fats, Oils, and Grease Rules. The Municipality shall reasonably cooperate with Fox Lake and the County in the enforcement of the FOG Program serving the Municipal Sewage Collection System and its Customers. Such cooperation shall include, without limitation, the following:

- A. The development and implementation by the Municipality of its own FOG program in conformity with the Fats, Oils, and Grease Rules (which program can be modeled after the Fox Lake or County's FOG Program), as well as the compilation of the action(s) taken pursuant to such Municipality program as part of the Municipality's annual CMOM report;
- B. The adoption of ordinances or associated agreements authorizing Fox Lake and the County and their agents, representatives, and inspectors to have access to Customer's properties as may be necessary from time-to-time for the purpose of enforcing the FOG Program, and
- C. The adoption of ordinances or associated agreements authorizing Fox Lake or the County to bring suit to collect all charges, to terminate Sanitary Sewer Service, cause the termination of water services, or any combination of the foregoing, as may be necessary for the purpose of enforcement of the FOG Program.

ARTICLE VI

CHARGES AND FEES

6.1 Municipal Payment of County Sewer User Fees and Connection Charges.

A. The Municipality shall be obligated to pay Connection Charges to the County relating to new Customers connecting to the County Sewerage System (and indirectly to the Northwest Regional Water Reclamation Facility or any other Treatment facility) for Sanitary Sewer Service within the Municipal Service Area as provided for in this Article VI. The Municipality shall deliver payment of the Connection Charges within thirty-five (35) days after such connection is authorized or effected (whichever first occurs).

B. The Municipality shall be obligated to pay Sewer User Fees to the County for Sanitary Sewer Service billed to Customers within the Municipal Service Area and connected to the County Sewerage System (and indirectly to the Northwest Regional Water Reclamation Facility or any other Treatment facility) as provided for in this Article VI. The Municipality shall pay all such Sewer User Fees to the County within thirty-five (35) days after the due date of its periodic Customer service billing.

C. If the Municipality fails to make timely payment in full of charges due to the County pursuant to Section 6.1.A or 6.1.B above, daily interest charges for late payments to the County shall be assessed against the Municipality at a rate of nine percent per annum. A summary statement of Customers and amounts billed shall accompany each payment. A complete statement of accounts and billing records shall be made available to the County upon request. In addition, the County shall have access to the Municipality's records relating to the Municipal Sewage Collection System.

D. The Municipality assumes the responsibility to collect, and irrespective of collection, shall be responsible for payment to the County of, all Connection Charges and Sewer User Fees as provided for in this Agreement. The Municipality shall use its best efforts and all reasonable commercial means to collect the amounts due to the County. The Municipality shall not issue any sewer permits until the Municipality has collected the Connection Charges due to the County and the Northwest Regional Water Reclamation Facility. To the extent applicable, the Municipality shall shut off water and/or sanitary sewer service to properties with delinquent accounts.

E. Pursuant to the Fox Lake Agreement, a portion of the Connection Charges and Sewer User Fees that the County imposes from time to time will be the connection charges or the sewer user fees of Fox Lake relating to a Customer's use of the Northwest Regional Water Reclamation Facility. The Municipality is required to pay the entire Connection Charge or Sewer User Fee that is due, including the Fox Lake component of such charge or fee.

6.2 **Connection Charges.**

The Municipality shall collect from every Customer located within the Municipal Service Area hereafter connecting to the County Sewerage System (either directly or indirectly) a Connection Charge at the same rate as the County from time-to-time charges for similar Sanitary Sewer Services provided by the County through similar facilities of the County Sewerage System. The County shall be solely responsible for setting such Connection Charges, subject to the adjustment provisions in Section 6.7 of this Agreement. The Connection Charges paid by a Customer pursuant to this Section 6.2 shall be subject to supplementation in accordance with Section 6.11 of this Agreement.

6.3 **Basis for Determining Connection Charges.**

A. Connection Charges shall be assessed against each Customer on a per Residential Customer Equivalent (R.C.E.) basis. Unless the parties otherwise agree in writing, (i) all dwelling units, irrespective of size or type, shall be assessed as one R.C.E., and (ii) the R.C.E.s for all other Customers shall be based on the coefficients for the Northwest Regional Water Reclamation Facility as established or otherwise set forth from time-to-time by the County's Director of Public Works or the Director's designee (the "**Current Sewer Coefficients**").

B. As of the Effective Date of this Agreement, the basic Connection Charge shall be established based on the Current Sewer Coefficients. The Connection Charge for any Customer whose use is not listed in or otherwise calculable from the Current Sewer Coefficients shall be established pursuant to the Fox Lake Agreement. Notwithstanding the foregoing, for any Customer whose sewage flow materially exceeds the flow represented in an application for sewer connection, an additional Connection Charge shall be assessed in conformity with such actual flow and in an amount mutually agreed upon by Fox Lake and County pursuant to the Fox Lake Agreement.

C. Fox Lake may adjust its portion of the Connection Charges from time to time as the need arises after proper written notice is given to the County pursuant to the Fox Lake Agreement. Within seven (7) days of receiving notice of a connection charge adjustment from Fox Lake, the County will notify the Municipality of such adjustment and provide a copy of said notice to the Municipality. The Municipality has the right to object to the County to any such adjustment in writing within thirty (30) days of written notice. Upon actual receipt of notice of the Municipality's objection within such 30-day period, the County will notify Fox Lake, and Fox Lake and the County shall mutually agree to engage jointly a registered professional engineer and certified public accountant to undertake a rate study to determine an appropriate connection charge per R.C.E. for the Northwest Regional Water Reclamation Facility. Charges incurred by the County under 3.1.D of the Fox Lake Agreement as a result of an objection made by the Municipality under this Section 6.3.C must be reimbursed by the Municipality within thirty (30) days of written notice. In the event that such a rate study is performed at the request of the Municipality, the County shall cooperate with the Municipality by providing to the Municipality, upon the Municipality's reasonable request, such County records as are germane to such rate study consistent with Section 6.6.A. Unless Fox Lake and the County otherwise agree, such rate study shall be completed within ninety (90) days after the commencement of such engagement, and the study shall consider the replacement, upgrading, and expansion costs for the Northwest Regional Water Reclamation Facility, but shall not include any administrative fee for Fox Lake respecting its operation and management of the Northwest Regional Water Reclamation Facility. The new Connection Charge determined thereby (and pursuant and subject to Section 3.2.F of the Fox Lake Agreement) will be effective with respect to the Municipality beginning with the next applicable billing period commencing not less than fifteen (15) days or more than one hundred twenty (120) days after the completion of any such rate study.

6.4 **Sewer User Fees.**

A. **Flat Rate User Fees.** The parties acknowledge and agree that, under the Prior Sewage Agreement, Sewer User Fees were imposed on a flat-rate basis to approximate the relative use of Sanitary Sewer Service by Customers within the Municipal Service Area. Subject to the provisions of Section 6.4.B of this Agreement, the assessment of Sewer User Fees shall continue on a flat-rate basis as follows:

1. All Customers occupying dwelling units shall be deemed to utilize one (1) R.C.E. of Sanitary Sewer Service each month.
2. All Customers other than those occupying dwelling units shall be deemed to utilize Sanitary Sewer Service each month in accordance with the following calculation:

$$(\text{Estimated P.E. of Customer}) \times \frac{1 \text{ R.C.E.}}{2.5 \text{ P.E.}}$$

where the "Estimated P.E. of Customer" shall be based upon the Current Sewer Coefficients, but if the Current Sewer Coefficients are not applicable to the Customer's proposed use, then the "Estimated P.E. of Customer" shall be based on the larger of either: (a) the estimate of P.E. reported in connection with any IEPA permit for such Customer; or (b) the standard P.E. coefficient as applied by the IEPA for persons having similar uses as the Customer. With respect to Sewer User Fees for non-metered customers, one R.C.E. shall be deemed to equal 7,500 gallons per month.

3. Pursuant to Section 6.7 of this Agreement, the County shall from time-to-time establish a flat rate fee per R.C.E. of Sanitary Sewer Service (the "**R.C.E. Rate**"). The monthly Sewer User Fee for each Customer shall be determined by multiplying the number of such Customer's R.C.E.s (as established pursuant to Section 6.4.A.1 or 6.4.A.2) by the R.C.E. Rate.

B. Transition to Volume-Based Sewer User Fees. The Municipality agrees to use its best efforts to convert from a flat-rate Sewer User Fee to a system under which Sewer User Fees are based on the volume, strength, and composition of the Sewage delivered to the County Sewerage System by the individual Customers. At such time as the County and Municipality mutually determine that the Municipality has sufficient means for measuring Sewage flows of all or a defined group of individual Customers, then the Municipality shall bill and collect from every Customer located within the Municipal Service Area (or such portion of the Municipal Service Area as the County and the Municipality may agree) Sewer User Fees based upon the actual volume, strength, and composition of Sewage delivered to the County Sewerage System from such Customer. The County shall be solely responsible for setting such Sewer User Fees, subject to the adjustment provisions in Section 6.7 of this Agreement.

6.5 Metering.

A. Individual Metering. Following a determination by the parties to bill and collect Sewer User Fees based upon actual volume, strength, and composition pursuant to Section 6.4.B of this Agreement, the County shall have the right to establish and enforce reasonable requirements for the Municipality and all Customers located within the Municipal Service Area for the installation, calibration, inspection, maintenance, repair, and replacement of meters to measure each Customer's Sewage or water use (as mutually agreed upon pursuant to Section 6.4.B) for the purpose of establishing and billing Sewer User Fees. Nothing in this Section 6.5 shall be deemed to limit the County's right to estimate any Customer's water consumption for the purpose of establishing and billing Sewer User Fees or to limit the County's ability to establish minimum periodic charges. Pursuant to the County Sewer Ordinances, the metered flow may be adjusted for such quantity of water usage that is reasonably estimated as not entering into the sanitary sewers by limiting the total metered flow for residential County Customers for the billing period from May through October in any year to the lesser of the actual metered amount or 110% of the metered water flow from the preceding billing period from November through April (the "**Summer User Credit**"). For any Customer that has a separate irrigation source or a separately metered irrigation system for its property, the actual meter reading for the Customer shall be used, exclusive of any meter reading for the irrigation system. The County may through its County Sewer Ordinances reduce or eliminate the Summer User Credit for County Sewer User Fees.

B. System Wide Metering. Subject to and following an agreement of the County and the Municipality pursuant to Section 6.4.B, the Municipality shall, at its own expense, furnish, install, own, operate, and maintain Meters and related equipment of standard type for measuring all Sewage delivered by the Municipality to the County Sewerage System (or for measuring water consumption as a reflection of Sewage flows). Such Meters may be located at the premises of Customers or where the Municipality's connecting Sewers connect to the respective County interceptors. The County shall have access at all reasonable times to such Meters for inspection and examination. All calibration, adjustment, reading, and recording of such Meters shall be the Municipality's responsibility.

C. Data Sharing. To the extent the County provides water service to Customers within the Municipal Service Area ("**County Water Customers**") and maintains water meter reading data on such County Water Customers, the County agrees to provide such data to the Municipality within fifteen (15) days after such data is collected. Should any County Water Customer fail to pay Sewer User Fees for two or more consecutive billing cycles, the County agrees to coordinate with the Municipality to shut off water service to the County Water Customer, subject to applicable law and the payment to the County of all applicable water shut-off fees.

6.6 Reporting

A. Mutual Requirements. Each party shall establish and maintain at all times during the term of this Agreement permanent books and records of bills, invoices, rates, receipts, accounts receivable, connections, quantities of flow, permits, and any other records relating to Sanitary Sewage Service and fees and charges relating thereto dating back not less than seven years (the "**Recordkeeping Data**"). Each party shall have the right to inspect and copy Recordkeeping Data of the other during normal business hours, and the parties hereby waive all copying and related costs for all reasonable requests for records.

B. Municipal Reporting. The Municipality shall provide to the County, on a bi-monthly basis, a report of all invoices issued to Customers after the effective date of this Agreement, with a history of payment by Customers. The report shall be in substantially the form shown in Exhibit D attached hereto, and shall include, without limitation, information regarding any interest payments required by Section 6.1.C, and such other information as may reasonably be requested from time to time by the County. To the extent that the County requests other information that is not reflected on the form attached hereto as Exhibit D, the County may in its discretion modify the form of Exhibit D to reflect such other information, and the Municipality shall utilize such modified form within 60 days after the County shall have delivered such modified form.

C. County Reporting. The County shall cause to be prepared annual financial statements of the County Northwest Sewerage System, which financial statements shall include at least the categories of information described in Exhibit E to this Agreement. The County shall provide to the Municipality a copy of such annual financial statements within thirty (30) days after their completion and acceptance by the County.

6.7 Adjustments to Fees and Charges.

A. Level of Sewer User Fees. Sewer User Fees shall be uniform for all Customers receiving similar Sanitary Sewer Service within the County Sewerage System. Such Sewer User Fees shall at all times be set at levels designed to assure that County revenues from such Fees will always be sufficient, when considered in light of any other moneys legally available for and applied to such purposes, (i) to provide adequate and proper levels of service; (ii) to pay the

County's costs of maintenance, replacement, and operation; (iii) to pay the principal of, and premiums and interest on, bonds secured, in whole or in part, by the revenues of the County Sewerage System; (iv) to provide a reasonable depreciation fund; (v) to provide such other reserves and sinking funds as may be deemed necessary or desirable by the County for the payment of such bonds and for the replacement, extension, and improvement of the County Sewerage System; and (vi) to pay for sewer user fees due to Fox Lake under the Fox Lake Agreement for Treatment services (or for Treatment services as may be provided by another), which sewer user fee may include amounts provided for in Section 3.2.I of the Fox Lake Agreement.

B. Level of Connection Charges. The County may adjust Connection Charges for new Customers receiving Sanitary Sewer Services as may be deemed necessary or desirable by the County (or as required of the County under the Fox Lake Agreement or any similar agreement with a provider of Treatment services), provided that such Connection Charges shall at all times be uniform among Customers of the County Sewerage System receiving similar Sanitary Sewer Services.

C. Procedure for Adjusting Connection Charges and Sewer User Fees. Except as provided in Sections 6.3.C or 6.7.D of this Agreement, adjustments in Connection Charges will not be effective until 60 days after the County approves such adjustment, nor will adjustments in Sewer User Fees be effective until the next applicable billing period commencing not less than fifteen (15) days nor more than one hundred twenty (120) days after the County approves such adjustment. Such adjustments may be made without the need for hearings, but the County will provide notice to the Municipality at least 7 days prior to any County Board meeting where adjustments to County Connection Charges or Sewer User Fees are being considered.

D. Changes in Treatment Rates. Any adjustment in connection charges or sewer user fees required by Fox Lake in order to meet requirements of Northwest Regional Water Reclamation Facility shall be reflected in the amounts the County charges the Municipality for its Customers. Fox Lake may adjust its portion of the Sewer User Fees from time to time as the need arises after proper written notice is given to the County pursuant to the Fox Lake Agreement. Within seven (7) days of receiving notice of a sewer user fee adjustment from Fox Lake, the County will notify the Municipality of such adjustment along with any financial analysis. The Municipality has the right to object to the County to any such adjustment in writing within thirty (30) days of written notice. Upon actual receipt of notice of the Municipality's objection within such 30-day period, the County will notify Fox Lake, and Fox Lake and the County shall mutually agree to engage jointly a registered professional engineer and certified public accountant to undertake a rate study to determine an appropriate sewer user fee per R.C.E. for the Northwest Regional Water Reclamation Facility. Charges incurred by the County under 3.2.D of the Fox Lake Agreement as a result of an objection made by the Municipality under this Section 6.7.D must be reimbursed by the Municipality within thirty (30) days of written notice. Unless Fox Lake and the County otherwise agree, such rate study shall be completed within ninety (90) days after the commencement of such engagement, and the study shall consider the replacement, upgrading, and expansion costs for the Northwest Regional Water Reclamation Facility, but shall not include any administrative fee for Fox Lake respecting its operation and management of the Northwest Regional Water Reclamation Facility. The new Sewer User Fee determined thereby (and pursuant and subject to Section 3.2.F of the Fox Lake Agreement) will be effective with respect to

the Municipality beginning with the next applicable billing period commencing not less than fifteen (15) days or more than one hundred twenty (120) days after the completion of any such rate study.

6.8 **Service Conditioned on Payment.**

Either the Municipality or any of its Customers may be denied issuance of a temporary or final sewer permit for any building, structure, or Customer within the Municipal Service Area in the event that all Connection Charges due to the County have not been paid to the Municipality. In addition, in the event that the Municipality fails to pay Connection Charges or Sewer User Fees as provided in this Agreement, the County may take steps to terminate Sanitary Sewer Service to (or suspend new connections for Sanitary Sewer Service within) the Municipality; provided, however, that no termination or suspension of service shall occur unless the Municipality fails to bring current its account with the County within 45 days after notice from the County regarding such failure to pay.

6.9 **Municipal Service Charges.**

Nothing in this Agreement shall limit the Municipality's discretion in establishing reasonable fees and rates related solely to the Municipal Sewage Collection System for its Customers, so long as such fees and rates are at all times sufficient to permit the Municipality to meet its obligations under this Agreement.

6.10 **Inflow/Infiltration Reduction.**

A. The Municipality and the County acknowledge and agree that Excessive Inflow/Infiltration from local sewage collection systems tributary to the County Sewerage System increases the cost of operating, and reduces the overall capacity and capability of, both the Northwest Regional Water Reclamation Facility and the County Sewerage System. The Municipality and the County acknowledge, however, that it may be more cost-effective to reduce the effects of Excessive Inflow/Infiltration through regional excessive flow detention facilities or similar mechanisms ("**Regional I/I Facilities**") as well as attainable local corrective measures. In order to create appropriate incentives for local corrective measures and appropriate means for undertaking regional excessive flow detention facilities to address problems that may be resulting from Excessive Inflow/Infiltration, the County and the Municipality agree to participate in and comply with the provisions for accommodating Inflow/Infiltration as set forth in Section 3.2.H of the Fox Lake Agreement. Nothing in this Agreement affirmatively requires the Municipality to eliminate all Excessive Inflow/Infiltration from the Municipal Sewage Collection System.

B. The County acknowledges that the Municipality may propose for inclusion in the CMOM program under Section 3.2.H.3 of the Fox Lake Agreement objective standards by which the Municipality or any Wholesaler may attain a "safe harbor" against the imposition of a Local I/I Surcharge pursuant to said Section 3.2.H.3; the County agrees to give reasonable consideration to any such proposal, provided that such proposal shall be subject to the review and approval of the Wholesale Advisory Committee, the County, and Fox Lake.

C. As provided in Section 3.2.H.2(x) of the Fox Lake Agreement, any Regional I/I Surcharge shall be assessed upon all County Customers and Fox Lake Customers.

D. In accordance with Subsection 3.2.H.4 of the Fox Lake Agreement, any Local I/I Surcharge imposed under Subsection 3.2.H of the Fox Lake Agreement shall be accounted for separately from any other funds collected by the County, Fox Lake, the Municipality, or any other Wholesaler with a Surcharged System (as defined in Subsection 3.2.H.3 of the Fox Lake

Agreement) and held during the Initial Surcharge Year (as hereinafter defined) in a fund designated for improvements to the Surcharged System (a "**Local Improvement Fund**") and shall be used as follows:

- (i) During the first year of incurring a Local I/I Surcharge (the "**Initial Surcharge Year**"), all Local I/I Surcharge revenues shall be deposited in a Local Improvement Fund to be administered by the Wholesale Advisory Committee. If the Wholesale Advisory Committee determines that a Surcharged System meets its Annual CMOM Investment (as defined in Subsection 3.2.H.3 of the Fox Lake Agreement) as prescribed for the Initial Surcharge Year, then: (a) the Local I/I Surcharge imposed upon the Surcharged System shall no longer be imposed after such determination; and (b) the Wholesale Advisory Committee shall make the Local Improvement Fund moneys available to the owner of the Surcharged System for use in making up deficiencies in its prior Annual CMOM Investment;
- (ii) If a Surcharged System fails to meet its Annual CMOM Investment as prescribed for the Initial Surcharge Year during the Initial Surcharge Year, then: (a) the Local I/I Surcharge shall continue to be imposed until the Wholesale Advisory Committee determines that a Surcharged System has met its Annual CMOM Investment as prescribed for any year after the Initial Surcharge Year; and (ii) all moneys in the Local Improvement Fund shall be transferred, and all future Local I/I Surcharge revenue shall be deposited, into the Regional Surcharge Fund (as defined in Subsection 3.2.H.2 of the Fox Lake Agreement) for a Regional I/I Facility as designated by the County and Fox Lake after consultation with the Wholesale Advisory Committee.

6.11 **Supplemental Connection Fees.**

Notwithstanding the fact that a Customer has previously paid a Connection Charge, the County reserves the right to impose a "**Supplemental Connection Fee**" upon such Customer in accordance with regulations of the IEPA, the Fox Lake Agreement, or the County Sewer Ordinances applicable to Customers located within the Northwest Regional Area, including without limitation in the following instances:

- (i) If a sewer connection application submitted by or on behalf of a Customer to either the Municipality or the County does not accurately reflect the use, size, or P.E. of such Customer, such Customer shall pay the County a Supplemental Connection Fee based upon the difference in P.E. between (a) the P.E. that should have been the basis for the original Connection Charge if the application for sewer connection had been accurate, and (b) the P.E. used to calculate the original Connection Charge; or
- (ii) if a Customer's actual Sewage P.E. exceeds the Sewage P.E. set forth in the permit application for such Customer by more than 15 P.E. (unless such Customer promptly implements measure to effectively reduce its P.E. after notice from the County), then such Customer shall pay the County a Supplemental Connection Fee based upon the difference in P.E. between (a) the permitted P.E. employed in the permit application for such Customer, and (b) the actual Sewage P.E. discharged by the Customer.

- (iii) Upon any new, modified, expanded, or changed use of the site of any Customer (other than a Customer whose use is a detached single-family residence), the Municipality and such Customer shall promptly notify the County and the County shall determine whether the Sewage P.E., permitted and/or actual, from such Customer is consistent with the Connection Charge previously paid and permitted for the site from which such Customer operates. If not, a Supplemental Connection Fee shall be assessed against such Customer based on such new, modified, expanded, or changed use of the Customer's site in accordance with the County Sewer Ordinances in effect at the time of such determination.

The Supplemental Connection Fee shall be based on the Connection Charges in effect at the time of payment of such Supplemental Connection Fee. Any Customer who fails either to reduce its discharge or modify its use of the site to be in conformance with the paid and permitted P.E. or to pay a Supplemental Connection Fee under this Section 6.11 shall have no right to continued Sanitary Sewer Service from the County, and the Parties agree to take (or cause to be taken) progressive enforcement action against such Customer for such failure, which enforcement may include termination of the Customer's water and/or sewer service for non-compliance.

ARTICLE VII

OWNERSHIP AND MAINTENANCE

7.1 County Sewerage System.

The County shall retain ownership of all Sewers and other facilities in the County Sewerage System that it now owns, or that it may in the future construct, or that it may in the future accept dedication of from the Municipality or any other person or entity. The County shall maintain and operate the County Sewerage System and shall bear all risk of loss or damage to each element of said System, all at its sole cost.

7.2 Municipal Sewage Collection System.

The Municipality shall retain ownership of all Sewers and related facilities in the Municipal Sewage Collection System that it now owns or that it may in the future construct, or that it may in the future accept dedication of from any person or entity, including but not limited to any future extensions thereto that are now located or that may be located within the Municipality. The Municipality shall maintain and operate the Municipal Sewage Collection System and shall bear all risk of loss or damage to said system, all at its sole cost.

ARTICLE VIII

FPA AMENDMENTS

8.1 Joint Action.

In order to promote sound public sewer planning and the efficient and economical use of County and Municipality facilities being installed and maintained pursuant to this Agreement:

1. The County shall file, and the Municipality shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the County Sewerage System

consistent with this Agreement.

2. The Municipality shall file, and the County shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the Municipal Sewage Collection System consistent with this Agreement.
3. Neither the Municipality nor the County shall file or support any application to amend, and the County and the Municipality shall undertake joint and cooperative action to oppose and object to any third-party petition to amend, the Illinois Water Quality Management Plan or the Areawide Water Quality Management Plan for Northeastern Illinois that would have the effect of preventing the Municipality and the County from providing Sanitary Sewer Service to any lot, parcel, or tract within the Municipal Service Area, in the manner provided by this Agreement. For purposes of this Clause 8.1(3), joint and cooperative action shall include, without limitation, filing written objections, providing staff support, and retaining such attorneys and consultants as the parties mutually agree are necessary with respect to such objections.

8.2 **Exceptions.**

Nothing in Section 8.1 of this Agreement shall require the County or the Municipality to take any action that it is prohibited from taking, or to refrain from taking any action that it is required to take, pursuant to any agreement that such party approved by formal action of its corporate authorities prior to the Effective Date of this Agreement.

ARTICLE IX

OTHER CONTRACTS AND SERVICE

9.1 **County Rights.**

The County shall have the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed pursuant to this Agreement; provided, however, that nothing in this Agreement shall be construed to require the County to provide Sanitary Sewer Service to any area of the Municipality not located within the Municipal Service Area.

9.2 **Municipal Acknowledgements.**

The Municipality acknowledges and agrees that: (i) the County's obligation to provide Sanitary Sewer Service to the Municipality arises from this Agreement; (ii) the County does not act or operate as a public or private utility; (iii) the County does not act or operate in a business or proprietary capacity in providing Sanitary Sewer Service to lots, tracts, parcels, or areas within the Municipal Service Area; (iv) the County does not by this Agreement, or its performance pursuant to this Agreement, hold itself out as offering to, and is under no obligation to, provide Sanitary Sewer Service to any lot, tract, parcel, or area other than lot, tracts, parcels, or areas located within the Municipal Service Area; (v) the County's obligation to provide Sanitary Sewer Service to lots, tracts, parcels, or areas within the Municipal Service Area is the sole contractual obligation set forth in this Agreement; and (vi) the County shall have no obligation to

amend the terms of this Agreement, including without limitation the boundaries of the Municipal Service Area.

9.3 **Other County Service.**

Nothing in this Agreement shall be construed or interpreted to prevent or limit the right of the County, or to require the consent of the Municipality, to provide Sanitary Sewer Service to parties other than the Municipality on such terms and conditions as the County may, in its sole discretion, determine to be appropriate, including, without limitation, Sanitary Sewer Service utilizing the County Sewerage System; provided, however, that the County shall not provide Sanitary Sewer Service within the Municipal Service Area except in accordance with the terms and conditions of this Agreement.

9.4 **No Third Party Beneficiaries.**

Nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

9.5 **Water Service.**

This Agreement does not pertain to public water supply service within the Municipality and shall not affect the rights or obligations of either the County or the Municipality with respect to such service within the Municipality.

ARTICLE X

LEGAL RELATIONSHIPS AND REQUIREMENTS

10.1 **Exhibits.**

Exhibits A through F attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

10.2 **Entire Agreement; Supersedence of Prior Sewage Agreement.**

There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which either of the parties is relying in entering into this Agreement. In addition, this Agreement is intended to supersede and render of no further force or effect the Prior Sewage Agreement (including all amendments thereto).

10.3 **Amendments.**

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written and duly authorized consent of the County and the Municipality.

10.4 **Waivers.**

No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party

of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

10.5 **Interpretation and Severability.**

It is the intent of the County and the Municipality that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. In addition, the Parties acknowledge that each Party had the opportunity to seek review of this Agreement by counsel prior to its execution and therefore this Agreement shall be deemed to have been drafted mutually by the County and the Municipality.

10.6 **Regulatory Bodies.**

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this Section 10.6 shall not be construed as waiving the right of any party to challenge the validity of any such rules, regulations, or laws on any basis, including the impairment of this Agreement. The County reserves the right to adopt ordinances, rules, and regulations governing the design, installation, and use of the County Sewerage System.

10.7 **Successors; Assignment.**

This Agreement shall be binding on, and shall inure to the benefit of, the successors and permitted assigns of the County and the Municipality. The Municipality shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the County, which consent may be withheld in the sole and unfettered discretion of the County. The County shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the Municipality, which consent may be withheld in the sole and unfettered discretion of the Municipality.

10.8 **Effective Date and Term.**

A. **Effective Date.** This Agreement shall take effect as of the date first above written when executed by the duly authorized representatives of the County and the Municipality.

B. **Term.** This Agreement shall be in full force and effect for a period of 20 years from and after its Effective Date.

C. **Post-Expiration Service.** Upon the expiration of the term of this Agreement without renewal, the County shall have no obligation to allow additional connections from the Municipal Service Area to the County Sewerage System. In addition, for Customers connected (directly or indirectly) to the County Sewerage System prior to the expiration of the term of this Agreement, the County may in its sole discretion either:

- i. Continue to provide Sanitary Sewer Service to such Customers pursuant to such terms as may be set forth in the County Sewer Ordinances;
- ii. Continue to provide Sanitary Sewer Service in accordance with the terms of this Agreement, except with respect to the connection of new Customers to the County Sewerage System and the setting of Connection Fees and Sewer User Fees; or
- iii. Terminate Sanitary Sewer Service to Customers within the Municipal Service Areas upon 360 days' notice.

10.9 **Notices.**

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

County of Lake
18 North County Street
Waukegan, Illinois 60065
Attn: County Administrator

and

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60046
Attn: Director of Public Works

For notices and communications to the Municipality:

Village of Lake Villa
65 Cedar Avenue
Lake Villa, Illinois 60046
Attn: Village Administrator

By notice complying with the foregoing requirements of this Section 10.9, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

10.10 **Execution in Counterparts.**

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

10.11 **Enforcement and Remedies.**

The parties hereto may in law or in equity enforce or compel the performance of this Agreement and shall otherwise have all remedies provided by applicable United States of America, State of Illinois, and local laws, ordinances, rules, and regulations, except that neither the Municipality nor the County shall seek or recover monetary damages against the other or any of the other's officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Enforcement actions to collect Connection Charges or Sewer User Fees due under this Agreement shall not be actions for monetary damages.

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

VILLAGE OF LAKE VILLA

By: _____
Mayor

ATTEST:

Village Clerk

COUNTY OF LAKE

By: _____
Chairman, Lake County Board

ATTEST:

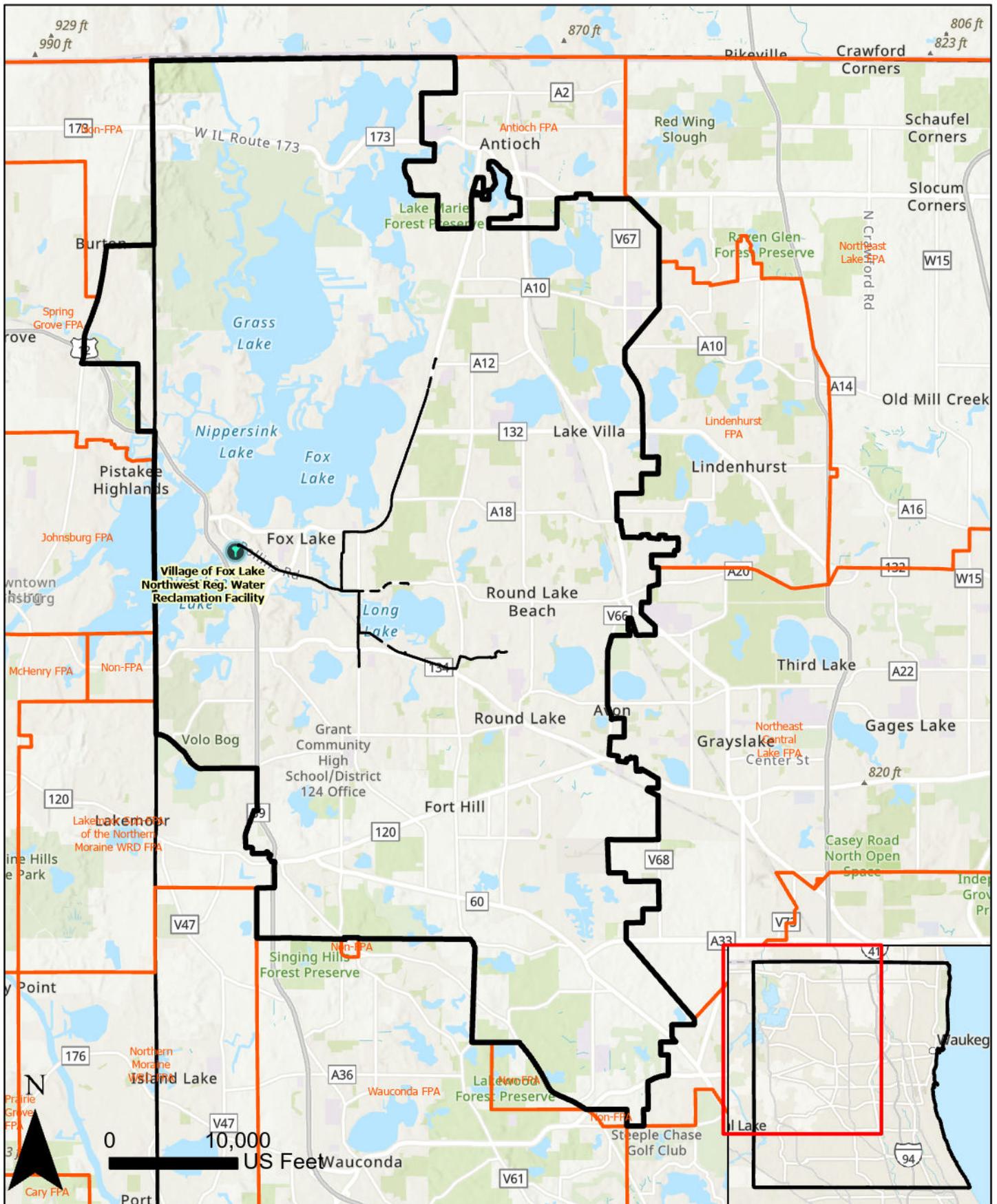
County Clerk

EXHIBIT A

County Northwest Service Area

Exhibit A

Northwest Lake FPA



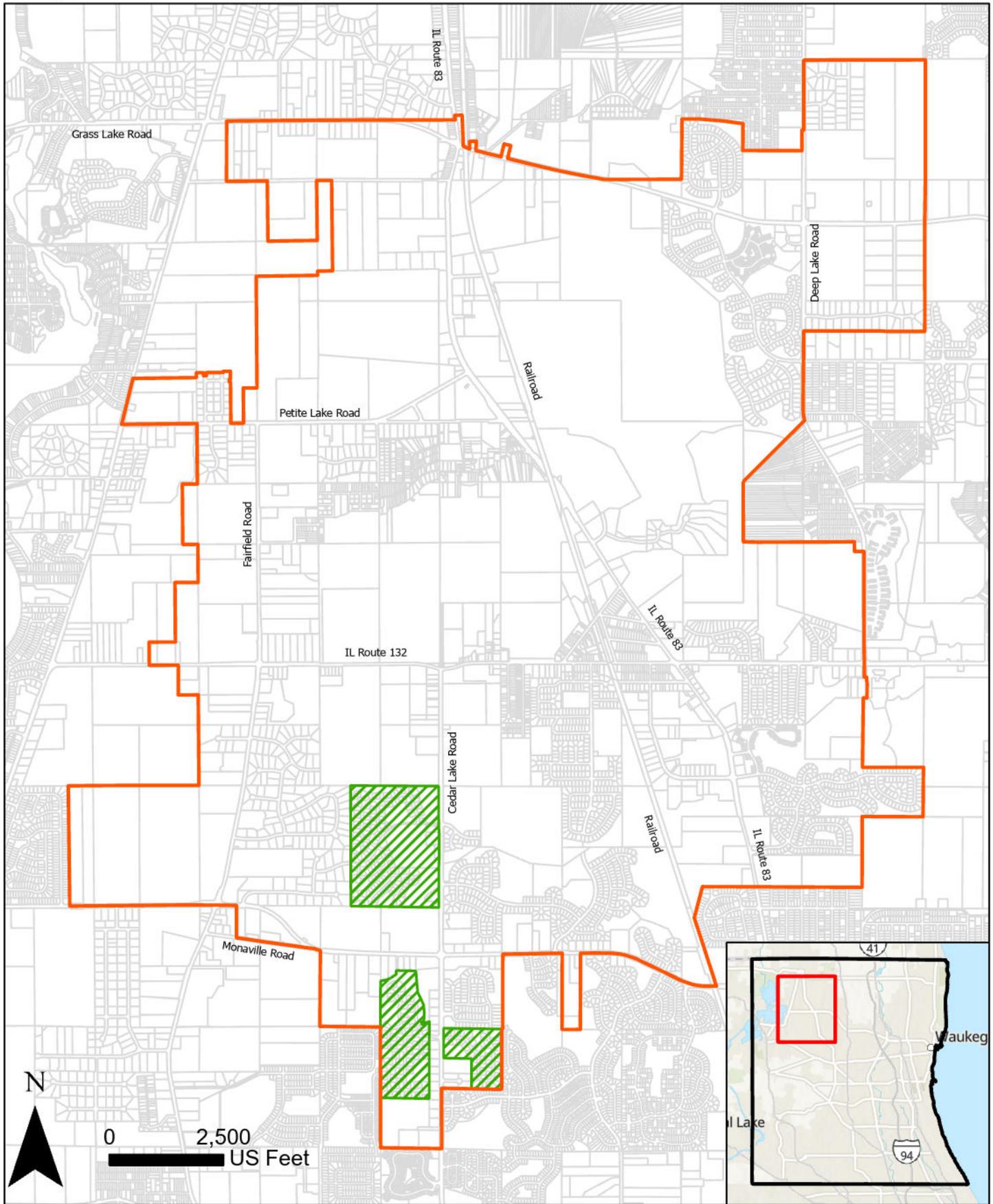
-- LCPW Interceptor Sanitary Sewer

Facility Planning Areas (FPAs)
 FPA
 Northwest Lake FPA

EXHIBIT B
Municipal Service Area

Exhibit B

Village of Lake Villa Municipal Service Area



Legend

- Municipal Service Area
- Lake County Sewer Areas

EXHIBIT C

Exhibit C

Future Village Development of Sanitary Sewer Service Area

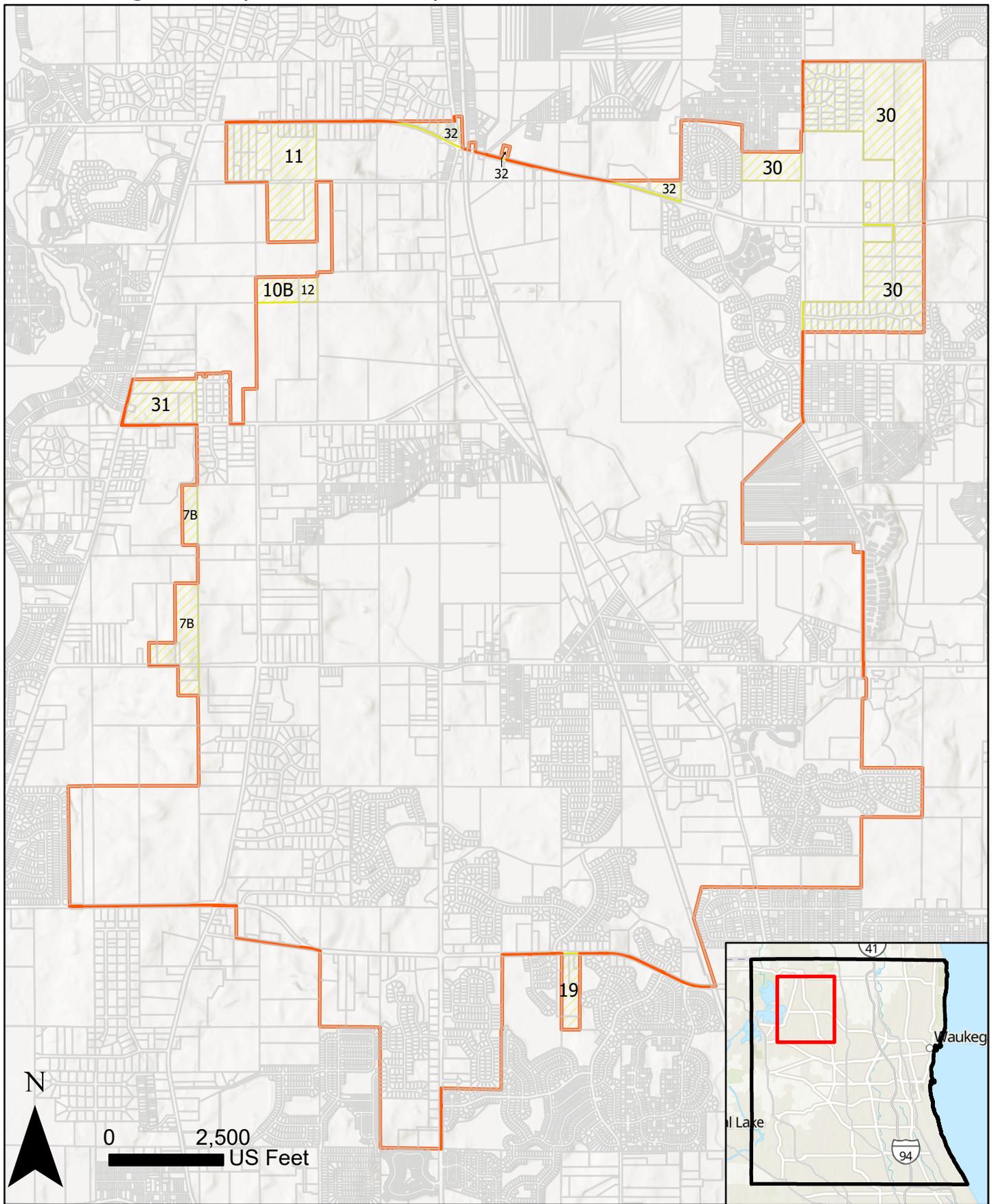


EXHIBIT C-1

Village of Lake Villa Exhibit C-1 - Conditional Expasion Area September 11, 2024

AREA	SQUARE FEET	ACRES	Land Use	FAR	Allowable Lot Area (SF)	Lot Area Per DU (2,500 SF)	Number of Equivalent DU's	Population Equivalents (2.5 or 1.83/DU)	
7B	1,610,260	36.96648301	Single-Family Detached	1.685 Units per acre			62	156	
10	558,000	12.80991736	Single-Family Detached	1.685 Units per acre			22	54	
11	4,082,800	93.728191	Single-Family Detached	1.685 Units per acre			158	395	
12	227,924	5.232410436	Mixed Use	0.4	91,170	2,500	36	67	
19	823,917	18.91452458	Single-Family Detached	1.685 Units per acre			32	80	
30	NE Service Area (Existing Homes)							80	200
31	NE Service Area (Existing Homes)							4	10
32	Grass Lake Road Service Area (Existing uses, church, restaurant, commercial, residential)								116

EXHIBIT D

Form of Invoice Report

Invoice Date: Village or Agency: Amount Paid: Check #:

Billing Period: to

Population Served:

Service Area	Previous		Number of Accounts		Current Total		Usage (in 1000 GL/RCE)			County Sewer Rate	Extension Amount due to Lake County
	Accts	RCE	New Additions*	Accts	RCE	Accts	RCE	Total	Irrigation		
Residential - Single Unit											\$0.00
Residential - Multi Units											\$0.00
Residential - Flat Rate											\$0.00
Commercial											\$0.00
Commercial - Flat Rate											\$0.00
Industrial											\$0.00
TOTAL	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL CHARGES											\$0.00

Report prepared by:
 Phone:
 Date:

Lake County Public Works
 650 West Winchester Road
 Libertyville IL 60048-1391

Finance Manager Phone: 847.377.7138
 Fax: 847.377.7173
 Email: pwfinance@lakecountyil.gov

* For all new accounts, please attach a detail report

EXHIBIT E

Financial Statement Categories

Operating Revenues

- User Charges
- Connection Charges
- Inspection Fees
- Revenue from Other Sources

TOTAL REVENUES

Operating Expenses

- Salaries, Payroll, and Related Personnel Expenses
- Expenses: Office Supplies, Equipment, Furnishings
- Building Operation and Maintenance Expenses
- Chemical Supplies
- Laboratory Supplies
- Rolling Stock and Equipment Operating and Maintenance Expenses
- Capital Expenses for Rolling Stock and Equipment
- Miscellaneous Commodity Expenses
- Consultant Services
- Software and Data Processing Maintenance
- Laboratory Fees
- Training/Continuing Education Expenses
- Pest Control
- Garbage Disposal
- Security Services
- Biosolids Management
- Telecommunication and Data Services
- Building and Storage
- Sewage Collection and Transport Facilities Construction, Repair, and Replacement Expenses
- Sewage Collection, Retention, and Transport Facilities Operation and Maintenance Expenses
- Transmission and Disposal Fees and Charges
- Wells, Water Storage Tank Operation and Maintenance Expenses
- All Other Maintenance
- Equipment Rental
- All Other Fees
- Wholesale Sewerage T
- Meter Reading Service
- Testing and Inspecting
- H/L/D Employee Benefit
- Retirement Benefits/

- Auditing And Accounting
- Financial Services
- Bio Hazard Waste Disposal
- Publications & Legal Notices
- Insurance
- Temporary Employment Services
- Indirect Cost Allocations
- Revenue Bond Issue Costs
- Loss on Revenue Bonds Refunding
- Principal Payments
- Interest Payments
- Depreciation Expense

TOTAL EXPENSES

(Surplus) or Deficit

EXHIBIT F

Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements

1. Background:

- a. The County is a regional government.
- b. County decisions often have regional effects that should be evaluated.
- c. In addition, as the primary regional government in Lake County, the County has an interest in encouraging intergovernmental cooperation, where possible.

2. Decision-Making Process:

As a regional government, the County must ultimately exercise its legislative discretion in determining what it believes is best for the County and its residents as a whole. Such discretion often requires the County to balance competing interests, and in doing so, the County's decision-making process involves:

- a. Evaluation: To weigh the potential impact decisions will have on other governmental entities, the County should evaluate the impacts upon affected communities. Decisions should be made by giving due consideration to the direct and indirect effects of such decisions, including the totality of the benefits and impacts of the decision on affected governmental entities.
- b. Framework Plan: Decisions should be made with due consideration to the objectives of the County's Framework Plan.

3. Factors to Be Assessed Relating to Sewer Service Decisions:

The County is not a public utility, but it provides certain public services with the goal of enhancing the well-being of all Lake County residents. This goal is ordinarily achieved through the use of regional publicly owned wastewater treatment facilities. In decisions related to sewer service, the County should evaluate both direct and indirect effects from both a policy and practical perspective. The following factors, which are considerations and not strict requirements, include without limitation:

- Consistency with the Framework Plan
- Consistency with relevant municipal plans
- Available and committed capacity of system
- Impact on County roads and other services
- An applicant's reasons for preferring one solution over another, and reasons for that preference
- Impact on other affected public bodies
- Fiscal and related benefits
- Level of support/opposition to proposal
- Specific environmental concerns
- Alternative proposals put forth by an applicant or governmental entity

- a. Trying to coordinate the concerns of affected governments is important to achieving the wise investment of public resources. This is increasingly important as

development spreads throughout the County, because the actions of one community are more likely to affect other communities.

- b. To better ensure that decisions are made based on understandable parameters, sewer service agreements and amendments to such agreements should ordinarily be based on specific limitations on the County's obligations to provide such services. Those limitations should be expressed in terms of capacity and, when appropriate, the nature of the development to be served. In addition, amendments to existing sewer service agreements should ordinarily be considered in the context of specific developments to be served.
- c. Although past practices are important, the considerations and effects of sewer decisions are ever-evolving and cannot be made based on static models of precedent.

Approved by PWT Committee Action on December 2, 2015.

4876-8498-1376, v. 7



Former Lakes Region Sanitary District (LRSD) Assets – Overlap Discussion and Recommendation

Austin McFarlane

Director

Lake County Public Works

May 01, 2024

District Background

- The LRSD encompasses 17 square miles within the Northwest portion of Lake County
- It has 74 miles of gravity sewer, 2023 manholes, 8 miles of force main, and 20 Lift Stations.
- The district serves approximately 6200 customers.
- The map below shows the District's Facility Planning Area as well as the unincorporated municipalities within the district.

Incorporated municipalities within the LRSD

FPA:

Volo

Fox Lake

Lake Villa

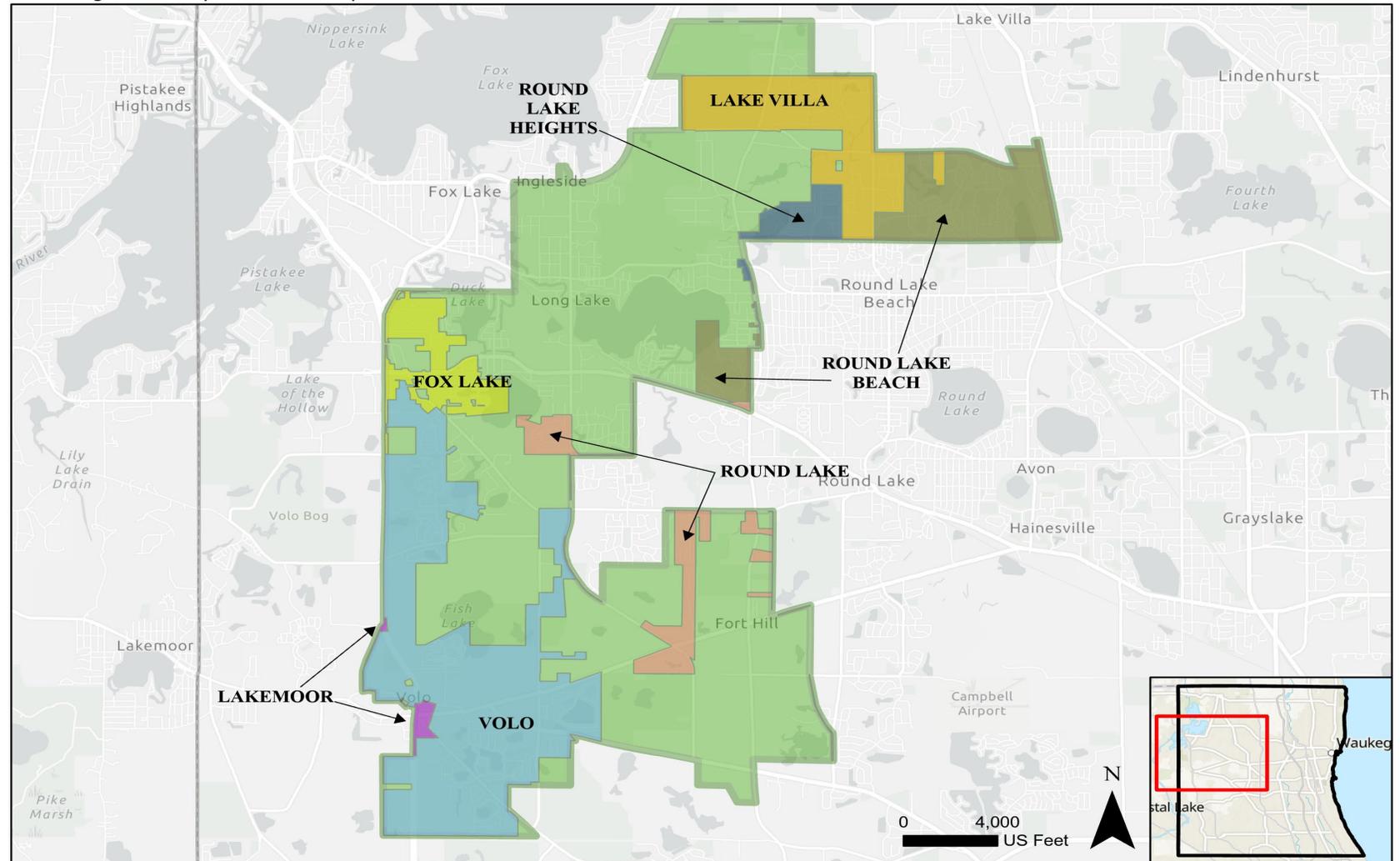
Round Lake Beach

Round Lake

Round Lake Heights

Lakemoor

Title:
Lakes Region Sanitary District - Incorporated Areas

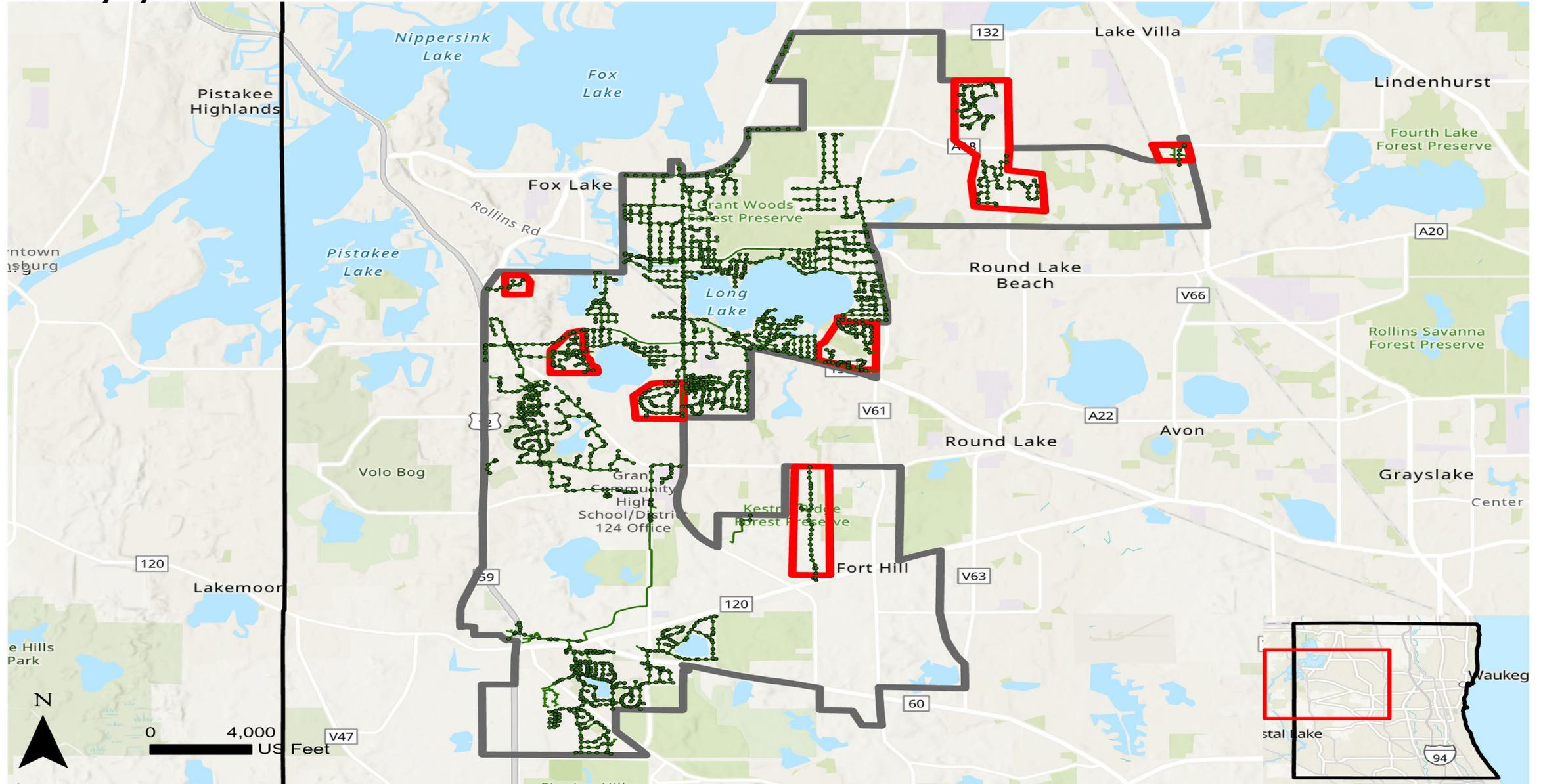


The Issue

- In 2019 the Restated and Amended Agreement with LRSD led to the dissolution of the district.
- During the dissolution discussions, potential opportunities for efficiencies and positive impacts to residents within the areas were identified. Potential opportunities included:
 - a) Can the billing for customers in the overlap areas be streamlined.
 - b) Is there an opportunity after the dissolution to offer better rates and service to customers.
 - c) Would it be beneficial to have the municipalities maintain their own local collection sewers in the overlap areas.
- An agreement was made amongst the involved parties that an opportunity for review would be provided following the formal dissolution of the district.

The Issue

- Areas of potential opportunity with assets are shown on the following map.
- The areas highlighted in red contain LRSD infrastructure within the incorporated municipalities:
 - ✓ Lake Villa: 21,500 feet of gravity sewer
 - ✓ Fox Lake: 13,400 feet of gravity sewer
 - ✓ Round Lake Beach: 11,000 feet of gravity sewer
 - ✓ Round Lake: 15,400 feet of gravity sewer



Potential Solution

- Staff prepared a policy that provides an opportunity to further address those topics. A Municipality that is interested would make a formal request.
- The policy includes some relevant criteria for the evaluation of each request as noted below:
 - 1) Financial impact to the County
 - 2) Financial impact to the Customer
 - 3) Benefits or efficiencies gained by the transfer
 - 4) Each request must be complete and timely
- This unique policy would be a single exception to our operations to address this matter.

Next Steps

- Seeking Committee's action on the Policy.
- Next Steps pending County Board approval:
 - a) Send Policy to Northwest Facility Planning Area Committees for their awareness.
 - b) Send Policy to impacted municipalities.



Questions?

 Lake County Policy	<i>TRANSFER OF FORMER LAKES REGION SANITARY DISTRICT ASSETS AND RESPONSIBILITY</i>
	Approved by the County Board on: May 14, 2024

1. Purpose and Intent

1.1 The purpose of this policy is to outline the process for transferring assets and responsibilities, which the County assumed as a result of the dissolution of the former Lakes Region Sanitary District ("District"), to a Northwest FPA community that has portions of the District's sanitary system within its boundary.

2. Background

2.1 In June 2019, Lake County Public Works ("LCPW") assumed the maintenance and operation of the Lakes Region Sanitary District's assets. In December 2019, more than 6,000 District customers were fully transferred as customers to LCPW. The former District's boundaries overlap with portions of Fox Lake, Lake Villa, Round Lake, Round Lake Beach, Volo, and several unincorporated areas near those communities. In June 2023, the final dissolution of the District was completed, and the remaining property was transferred to Lake County, which now allows for a review of those portions of the District sanitary system that extends into those overlapping areas to determine whether or not the customers in those areas would benefit from the asset transfer.

3. Scope

3.1 This policy applies only to those highlighted areas (see map) within each municipality in the Lakes Region Sanitary District FPA that seeks to assume ownership and operation of sanitary sewer assets of the former District, and where the former District's sanitary system crosses the municipal boundary.

4. Authority

4.1 The Lake County Director of Public Works or that person's designee is directed to initiate the process as approved by the County Board. All approved transfers must be in accordance with all applicable local ordinances and state and federal laws.

5. Policy

5.1 **Initiation** - The County will consider a transfer of former District's assets that crosses a municipal boundary upon an official written request from a village administrator, mayor, or Board President. The request for transfer must be made within one calendar year after this policy is approved by the County Board and must include the following:

5.1.1 An exhibit clearly showing the geographic area and boundaries to which it relates and how it intersects with the municipality's existing collection system;

- 5.1.2 Potential sewer rate changes and the financial impact to customers in the overlap area;
- 5.1.3 An outline of the benefits that the transfer would produce.

5.2 Review Criteria - All requests for transfer of assets will be reviewed using the following considerations:

- 5.2.1 Financial impact to the County;
- 5.2.2 Financial impact to the customers;
- 5.2.3 Benefits or efficiencies gained by the transfer;
- 5.2.4 Complete and timely submittal of request.

5.3 Acknowledgement

- 5.3.1 As part of the municipality’s request, the municipality must acknowledge that the County will relinquish all related assets in “as-is” condition and that the County will not incur any costs associated with the transfer of the assets. Such costs will include without limitation the costs of legal descriptions, title searches, title commitments, title insurance, easement agreements, recording fees, and closing costs.

5.4 Cooperation

- 5.4.1 The County will share with the requesting municipality any reports, studies, videos, etc. related to the evaluation or condition of the assets. LCPW will continue to maintain the assets until the transfer is completed and an agreement has been approved by the parties’ respective governing boards.

5.5 Financial Impacts

- 5.5.1 The County reserves the right to recoup costs related to system investments (maintenance, repairs, or construction) made to any assets to be transferred via monthly or bi-monthly customer surcharges. Surcharges will be incorporated into the County’s rate ordinance (Chapter 51.27(c) Rates and Fees) and will be in effect until such a time the County’s investment or bond has been recouped.
- 5.5.2 If any of the areas to be transferred include current retail customers of the County, the municipality will be responsible for billing those customers as a wholesale customer. Collection of the County’s fees may include the collection of third-party pass-through fees for the transport or treatment of sewage. Fees must be remitted to the County in accordance with the terms of an amended or existing IGA.

5.6 Approval Process

- 5.6.1 The County shall convey all real property involved in the transfer to the municipality by quitclaim deed or, for personal property, via another instrument, such as a bill of sale. The Public Works Director shall advise the County’s Public Works and Transportation Committee on any transfer agreement, and once vetted with that committee, will recommend the agreement’s approval by the full County Board. The municipality’s board must approve the agreement before the agreement goes to the County Board for consideration/approval.

6. Applicability

6.1 This policy applies only to those highlighted areas within the municipalities located in the Lake Region Sanitary District FPA as it relates to former the Lakes Region Sanitary District assets. It is not applicable to future requests for any other asset transfers, including those outside of that FPA.

Policy History			
Version	Date Adopted	Legistar Item #	Notes
Original	May, 14 2024		--

10/23/24

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2024-11-01

AN ORDINANCE PROVIDING FOR AND
AUTHORIZING THE TRANSFER OF FUNDS OF THE VILLAGE
FROM THE VILLAGE'S "GENERAL FUND" ACCOUNT
TO THE VILLAGE'S "GENERAL CAPITAL FUND" ACCOUNT
FOR THE BENEFIT OF THE VILLAGE

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS 4TH DAY OF NOVEMBER, 2024.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,
Lake County, Illinois, this 4th day of November, 2024.

AN ORDINANCE PROVIDING FOR AND
AUTHORIZING THE TRANSFER OF FUNDS OF THE VILLAGE
FROM THE VILLAGE’S “GENERAL FUND” ACCOUNT
TO THE VILLAGE’S “GENERAL CAPITAL FUND” ACCOUNT
FOR THE BENEFIT OF THE VILLAGE

WHEREAS, the Corporate Authorities of the Village of Lake Villa (the “Village”) have determined that it is necessary, appropriate and in the best interests of the Village and its residents to transfer a certain portion of the funds now in the “General Fund” Account of the Village to the Village’s “General Capital Fund” Account for use by the Village:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Lake Villa, Lake County, Illinois, as follows:

SECTION 1: The Corporate Authorities of the Village hereby find that the recitals set forth in the preamble of this Ordinance are true and correct and said recitals are incorporated herein as its findings of fact as if fully set forth herein.

SECTION 2: The Corporate Authorities of the Village hereby authorize the Village Treasurer to take all actions necessary and appropriate to effect the transfer of funds from the Village’s “General Fund” Account to the Village’s “General Capital Fund” as set forth below:

Account From Which Funds Are Hereby Transferred	Account To Which Funds Are Hereby Transferred	Dollar Amount of Funds So Transferred
General Fund	General Capital Fund	\$681,798

SECTION 3: Any existing resolution(s) or ordinance(s) inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

SECTION 5: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

Passed by the Corporate Authorities on _____, 2024, on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2024.

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk



Preview Order W108 - F6L 4x4 Reg Chas Cab DRW : Order Summary Time of Preview: 10/09/2024
 16:05:07 Receipt: 10/9/2024

Dealership Name : Rush Truck Center, Chicago Light & Medium Duty

Sales Code : F41933

Dealer Rep.	Stephen Weinert	Type	Fleet	Vehicle Line	Superduty	Order Code	W108
Customer Name	Lake Villa	Priority Code	M3	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F600 4X4 CHASSIS CAB DRW/169	\$61085	SKID PLATES	\$100
169 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$61085	120V/400W OUTLET	\$175
OXFORD WHITE	\$0	SNOW PLOW PREP PACKAGE	\$250
VINYL 40/20/40 SEATS	\$0	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	WHEEL WELL LINERS - FRONT	\$180
PREFERRED EQUIPMENT PKG.680A	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.XL TRIM	\$0	410 AMP ALTERNATOR	\$115
.AIR CONDITIONING -- CFC FREE	\$0	DUAL BATTERY	\$0
.AM/FM STEREO MP3/CLK	\$0	REAR VIEW CAMERA & PREP KIT	\$415
6.7L POWER STROKE V8 DIESEL	\$10495	XL CHROME PACKAGE	\$225
10-SPEED AUTO TORQSHIFT	\$0	.FOG LAMPS	\$0
245/70R19.5G TRACTION 6 TIRES	\$215	.REMOTE START SYSTEM	\$0
4.30 RATIO LIMITED SLIP AXLE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
RAPID HEAT SUPPLEMENTAL HEATER	\$250	FUEL CHARGE	\$0
PLATFORM RUNNING BOARDS	\$320	PRICED DORA	\$0
22000# GVWR PACKAGE	\$0	ADVERTISING ASSESSMENT	\$0
ENGINE BLOCK HEATER	\$190	DESTINATION & DELIVERY	\$1995

	MSRP
TOTAL BASE AND OPTIONS	\$76310
DISCOUNTS	NA
TOTAL	\$76310

SHIP TO : **F41933**

8445 45th Street , Lyons, IL, 60534-1733

This order has not been submitted to the order bank.

This is not an invoice.



Seller: Knapheide Truck Equipment Center Chicago
 2600 W IL ROUTE 120
 MCHENRY, IL 60051-4563
 www.knapheide.com

QUOTE:
QU-79-878475-3
Quote Expiration:
11/22/2024

Contact(s): Brett Wise
 bwise58@knapheide.com

Brett Wise (Inside Sales)
 bwise58@knapheide.com

Brett Wise (Outside Sales)
 bwise58@knapheide.com

Customer: Village Of Lake Villa

ID: 88725
Address:

Phone: 2243557106
Contact: Ryan Horton

Terms: Due Upon Receipt
Bid Spec:

LAKE VILLA, IL

Description: Buyers MDS Body/Plow/Central Hydraulics

Quote Information:

Customer Request Date:
Quote Completed Date: 10/23/2024
of Units: 1

Vehicle Information:

Make: Ford
Chassis Type: Chassis Cab
Rear Axle Type: DRW
Fuel Type: Diesel
GVWR: 22000

Model: F-600
Cab Type: Regular
Drivetrain: 4x4
Transmission Type: Auto

Year: 2024
Cab to Axle: 84
Engine Size: 6.7
Wheelbase: 169

Description	Quantity	Unit Price	Total
Buyers 9331131135 11' MDS Stainless Steel Body An all-in-one spreader and dump combo body for Class 4-7 trucks. One piece roll-formed sides provide a 3-4 cubic yard capacity. 10 gauge 304 stainless steel construction is ready for any job. Put your whole fleet to work year-round - no need to remove and store your spreaders during the off-season. Electric tailgate release provides convenient in-cab control. Double-acting Mailhot® nitrided cylinder for powerful and reliable lifting and lowering. A high speed conveyor chain feed and a removable spinner unit easily spread salt, sand, or a 50/50 salt/sand mix. Cross member-free design makes the unit easy to clean with a low center of gravity that reduces strain on the vehicle. Two additional light holes in rear post Five light holes facing forward on cab shield Installed	1.00		33,609.00
Buyers LS15 WETTING SYSTEM, Hydraulic, 2 X 80 GAL, Installed	1.00		3,693.00
FENDER, FULL RADUIS POLY FITS 18" TO 19-1/2" DUAL WHEEL Installed with Mounting Brackets	1.00		811.14
Plate Hitch,(Ford) With Integrated ICC Bumper 7-Way Round Trailer Plug Wiring 20,000lb Maximum Gross Trailer Weight Receiver mount plate	1.00		753.24
1751661 TOOLBOX, ALUMINUM, TOPSIDER, 16X13X96, TO REPLACE PRE-WET TANKS	2.00	875.00	1,750.00
9-WHELEN WARNING LIGHT OVAL 6" OVAL FLASHING 5- FACING FORWARD ON CAB SHIELD 2- FACING SIDE ON CB SHIELDS 2- REAR POST OF DUMP BODY 2- MOUNTED ON FRONT GRILL 2- LED SPREADER LIGHTS INSTALLED	1.00		2,726.01

FORCE AMERICA HYDRAULIC SYSTEM PTO/PUMP FOR FORD F600 DIESEL VT15 STAINLESS STEEL VALVE ENCLOSER AAF2010-VALVE-CFG MPJC-6100-3-GEN5-ULTRA CONTROL 15 GAL. HYDRAULIC AW-32 HOSES AND FITTINGS INSTALLED	1.00		29,711.65
BUYERS 10' CM PLOW WITH STAINLESS STEEL MOLDBOARD CENTRAL HYDRAULIC OPERATION INSTALLED	1.00		9,960.00
Buyers 16360400 Curb Guards for Plow Installed	1.00		257.25
Pintle Hook, Buyers 10040 15-Ton Capacity Mounting Kit Included Weight: 11.36lbs	1.00	78.24	78.24
Total does not include any applicable taxes or transportation charges unless specifically noted herein:			Subtotal:
			\$83,349.53
			Total:
			\$83,349.53

_____ Customer PO _____ Total Price

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Truck Equipment Center Chicago terms and conditions as stated above.

_____ Customer Signature _____ Print Name _____ Title _____ Date

_____ Dealer Code _____ Dealership _____ Location

_____ VIN

If the chassis is customer supplied, Knapheide may require a chassis spec sheet