

TITLE 17

WATER

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CHAPTER 1

ORDINANCE FOR OPERATION OF THE WATER SYSTEM FOR THE VILLAGE OF TISKILWA

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17-1-1: APPLICATION FOR SERVICE:

A. Water service shall be furnished only upon the filing of an application with the Village Clerk upon a form to be supplied by the Village. The application shall state the name of the applicant, the premises to be served, the size of service desired, the date service is desired, and include a record of service installation inspection and approval by the Village, and a record of service meter reading upon commencement of service to the applicant. The application shall be accompanied by a Sixty-Five (\$65.00) Dollar deposit. (Amended 2-13-96). This deposit shall be returned to the user upon termination of water service after all service and other charges are paid in full.

17-1-2: CHARGES FOR SERVICE CONNECTION:

A. It shall be required that the water customer pay for, install and maintain his service line from the point of connection with the Village main to his premises, including the installation of the meter, meter yoke and remote register furnished by the Village.

B. The applicant shall pay a connection charge of three hundred fifty (\$350.00) dollars to the Village upon completion and approval by the Village of the service installation within thirty (30) days after the date of invoice from the Village.

17-1-3: RESPONSIBILITY OF THE CUSTOMER:

A. The water service meter shall be installed within the customer's premise, however, in the event that such installation is deemed impractical by the Village Water Superintendent, the meter shall be located at the direction of the Water Superintendent. The remote register shall be located outside the customer's building and shall be easily accessible for reading by Village personnel. The remote register shall be located at the direction of the Superintendent of Water and shall be mounted on the building wall.

B. The customer shall permit authorized personnel of the Village to enter the property for purposes of inspecting completed installations, reading meters, making necessary inspections and repairs, and all other lawful purposes at any reasonable time.

C. Should the need arise the customer shall give an easement for any part of the water system that shall be installed on the customer's property.

D. No user of water supplied by the waterworks system shall be allowed to tamper with or make changes to any equipment of the waterworks system of the Village, excepting authorized Village personnel.

E. No water supplied by the waterworks system of the Village shall be resold by any user and such resale shall be grounds for the discontinuation of water service to the user so reselling the water.

F. No user shall install a by-pass in his service line for the purpose of obtaining unmetered water. The Village reserves the right to inspect any customer's water service line and conduct tests to ascertain that all water furnished to the user is metered. A penalty of \$500.00 shall be charged to any user violating this rule.

G. No user shall be furnished water by the Village until an inspection of the user's water service has been conducted by a representative of the Village to ascertain that there is no cross-connection between the Village waterworks system and a private water source, including well supplies, cisterns or other sanitary conveniences. The Village reserves the right to inspect plumbing systems as they deem necessary to protect the public safety and to order removal of any cross connection.

H. No water user may supply water to other premises or other users or allow them to accept water except for use on the premises. After water is supplied to the premises, no user shall employ any other person to make any tap or connection with work upon the premises for alterations, repairs, extensions or attachments without and subject to a written permit of the Village.

17-1-4: RESPONSIBILITY AND LIABILITY OF THE VILLAGE:

A. The Village shall own and be responsible for the maintenance of the watermains, valves and service lines from the main to the customer's property line. The Village shall own and be responsible for the maintenance of the water meter, meter yoke and remote register furnished each customer, and further that all water service materials furnished by the Village and paid for by the customer shall remain the property of the Village, and the Village shall be responsible for all repairs and/or replacement of all materials furnished by them, except for property deliberately damaged or damaged by neglect. The customer shall be responsible, however, for installation and all maintenance and/or repair of all service components installed by him.

B. The Village reserves the right to shut off water at any time in the mains for the purpose of repairing, cleaning, making connections with or extensions to same, or for the concentrating of water in any part of the waterworks system in case of fire, and for restricting the use of water in case of deficiency in supply, including the suspension of the use of water for sprinkling lawns or gardens. No claims shall be made against the Village by reason of the breaking of any pipe or service cock, of damage arising from shutting off the water for repairing, laying or relaying mains, hydrants, or other connections, or repairing any part of the water system, or from failure of the water supply, or by increasing or decreasing the water pressure at any time, or from concentrated or restricted use of water as above.

C. All water service supplied by the waterworks system shall be upon the express condition that the Village shall not be liable nor shall any claim be made against it for damages or injury caused by reason of the breakage of any main, branches, service pipe, apparatus, appurtenances connected with said system, or any part or portion thereof, or for any interruption of the supply by reason of the breakdown of machinery, or by reason of stoppage, alteration, extension or renewals.

D. The customer or user shall save harmless the Village from any and all liabilities either in law or equity arising out of the performance of their agreement for water service. In the event of dispute between the Village and the customer or user relative to interpretation or performance of their agreement for water service, the dispute shall be settled by arbitration, each party selecting a representative and the two representatives selecting a third party, and the three persons so selected shall serve as a board of arbitration and make settlement of the dispute within thirty (30) days after notice of the dispute has been communicated between the conflicting parties.

17-1-5: MAINTENANCE AND REPAIR:

A. The Village shall provide personnel to be on call and available for Village service calls 24 hours a day for the purpose of maintaining and repairing the water mains and distribution system of the Village.

B. The Village shall purchase, maintain adequate supply of and have available the proper spare parts that

may be required for the maintenance and repair of the system. The Village shall maintain an inventory of such parts at the Water Department maintenance building.

C. Customer complaints of service and notices of main or service breaks shall be received by the billing clerk, the water superintendent, or other authorized Village representatives. The person receiving the complaint shall initiate action to investigate the nature and cause of the complaint and to determine the proper course of action necessary to effect correction of the complaint.

D. The cost of repairs to Village equipment being part of the system shall be assumed by the Village except in the case of damage due to negligence of persons during construction, excavation, or other actions on or near the Village waterworks system.

E. In the event of such repairs, the cost of labor and parts to the Village plus 15% of the total cost shall be charged to the party responsible for the repair. The party responsible shall also be charged for the cost of water lost due to the necessary repair. The amount of water lost shall be estimated by the Village or its representative.

F. In case of frozen water pipes, the Village of Tiskilwa will thaw and maintain any frozen water pipes up to the customer's property line. The customer shall be solely responsible for any frozen water pipe, thawing or repairing, from the point of connection to the Village water system to the building on his premises.

17-1-6: EXTENSIONS TO MAINS:

A. In the event it becomes necessary to extend the water mains of the Village, the feasibility of the same shall be studied by the members of the Village Board of Trustees. If it appears that from an economical standpoint that the extension will pay for itself within a reasonable time as further decided upon, and if funds are available for the installation, the Village shall take the necessary steps to provide water service for the customers of the extension.

B. If the Village finds the request for extension of mains not feasible or does not have sufficient funds for the installation, the owners of the property may extend the mains at their own expense, it being understood that after the mains are installed and operational they shall become the property of the Village.

C. All main extensions shall be installed in accordance with the size, materials, and procedures specified by the Village and under the supervision of a Village representative. All plans for water main extensions shall be approved by the Village and the completed installation shall meet the approval of the Village. Failure to comply with the above instructions and conditions shall be sufficient grounds for the Village to refuse and/or terminate water service to the extension.

17-1-7: SPECIFICATIONS FOR SERVICE CONNECTIONS:

A. Scope

1. The following specifications shall pertain to the planning and construction of water service connections to mains either owned, controlled, or to be dedicated to the Village. A service is defined as a connection to a main serving not more than one residence or business.

B. Failure to Comply

1. Failure to comply with the following instructions, requirements and conditions shall be sufficient grounds for the Village to refuse water service.

2. The burden of proof of compliance shall rest with the customer in cases of dispute with the Village.

C. Specifications

1. All labor for excavation, tapping, backfilling, and other connection work and all materials required for the service connection from the main to the meter, as shown on the standard water service installation diagrams of the Village, shall be furnished by the customer. All installation labor and materials for all portions of the water service downstream from the installed meter shall be the sole responsibility of the customer.

2. The customer shall pay all costs for all service connection labor and materials.

3. The service clamp, corporation stop, curb stop, and curb box shall be installed by a licensed plumber.

4. No owner or plumber shall be permitted to conduct water pipes into any two distinct premises unless separate and distinct stop-cocks shall be placed on the outside of each premise, nor shall any pipe be allowed to cross

lots or buildings to adjoining premises. Duplex flats, double house, and apartment houses shall be considered as one "premise." A premise shall be construed to cover all buildings and divisions under one common roof, owned by one party who will be charged for all services of such premises.

5. The completed service connections shall be tested at a pressure of 100 psi from the point of connection to the meter yoke to insure water tightness.

6. Materials: The following materials shall be used in the service from the main through the meter. Materials from a point downstream of the meter to the point of use may be of the customer's selection, but only materials and workmanship meeting standards of the American Water Works Association and of the Illinois Department of Public Health shall be used. All materials shall be designed for a working pressure of not less than 150 pounds per square inch.

a. Service Pipe: The service pipe from the curb stop to the water meter shall be 3/4 inch type K copper tubing or larger.

b. Corporation Stop: Corporation stop shall be Mueller Catalog No. H-15000, inlet Mueller thread, or equal.

c. Curb Stop: Curb stop shall be Mueller Catalog No. H-15150, Minneapolis Pattern, or equal.

d. Curb Box: Curb box shall be Mueller Catalog No. H-10300, Minneapolis Pattern, complete with lid, length not less than 4 feet, Minneapolis thread tapping size 1" - 1 1/2" or 2", or equal.

e. Service Clamp: Service clamp shall be Mueller Catalog No. H-13428, (4") or H-13431 (6") or equal.

f. Meter Boxes: If required, meter boxes shall be bituminized meter boxes, 20" diameter, 30" long, with pipe notches 4" long and 3" wide, or equal.

g. Meter Box Covers: If required, meter box covers shall be Mueller Catalog No. H-10810, 20" size with 11" lid, or equal.

h. Meter and Yoke: Meter and yoke shall be furnished by the Village and shall be installed by the Village after the remainder of the service is installed and approved.

7. Installation shall be in accordance with the standard water service installation diagrams of the Village. All pipe and materials shall be installed on a firm foundation. After inspection and approval, earth backfill shall be placed and tamped firmly into place. All street and roadway surfaces disturbed by installation shall be replaced.

8. No materials other than those specified herein shall be used.

17-1-8: CHANGES IN OCCUPANCY:

A. Any customer of the waterworks system requesting a termination of service shall give written notice to the Village Clerk ten (10) days prior to the time that such termination of service is desired. At the time of service termination, the meter shall be read by the Village and a bill rendered to the occupant requesting service termination. No charge will be made for these services.

B. Any customer of the waterworks system requesting commencement of service following a termination of service for the same service location shall be billed a \$10.00 service charge for turning on the meter again.

C. The owner of any lot, parcel of land or premises receiving any of the services of the waterworks system of the Village shall be liable for the payment for the services to such lot, parcel of land or premises.

17-1-9: METER READING AND BILLING:

A. The Village shall employ personnel to read the service meters and to bill the customers of the Village.

B. The meter reader shall be responsible for the reading of all customer meters between the twentieth day and the last day of the month. (Amd. by Ord. 12-12-78)

C. The billing clerk shall be responsible for keeping and maintaining the records and accounts of the Village, for billing each customer of the Village between the first (1st) and fifth (5th) day of each month, and for receiving customer complaints and directing action to effect correction of the complaint. (Amd. by Ord. 12-12-78)

D. The Village shall retain a certified public accountant for the purpose of reviewing the financial statements and condition of the waterworks system and who shall prepare an annual audit report complete in accordance with the requirements of the Auditor of Public Accounts, State of Illinois.

17-1-10: PAYMENT OF BILLS:

A. Billing statements shall be mailed to each customer of the Village waterworks system once a month. The customer shall pay the minimum monthly bill as established by the Village even if the customer uses no water during the billing period, excepting under cases of request for termination of service. The customer shall start paying not less than the minimum water bill charged by the Village as soon as his service is installed and approved, or following commencement of service following such previous termination.

B. There shall be a ten per cent (10%) penalty for bills paid later than the due date, the fifteenth (15th) of each month. The penalty shall be added to the bill at the time of payment.

C. Any bills not paid within thirty (30) days of the receipt of the bill by the customer shall be delinquent. The Water Department shall issue a disconnect notice and make a reasonable effort to contact personally the responsible adult on the premises for delivery of the same or, if that fails, mail the notice to the customer, that is, the person in whose name water service is provided, and the user, that is, the person actually consuming the water. The notice to disconnect service shall contain the following:

1. The name, address and account number of the customer and the name and address of the user if not the same as the customer.
2. The date of the notice.
3. The department policy is to disconnect service five (5) days after receipt of the notice, exclusive of Saturdays, Sundays and legal holidays, and also the earliest date upon which termination may occur.
4. The total amount required by the termination date in order to bring the account current.
5. A clear, concise statement of the reason for termination, including the period of consumption for which there has been no payment if notice of termination is for non-payment.
6. A statement that service shall not be terminated if the customer or user contacts the Water Department prior to the disconnect date requesting an informal or formal hearing as herein set forth.
7. A statement that if the customer has not contacted the Village to avail himself of the hearing rights stated above within the five-day disconnection period, the termination of service will proceed on or after the date stated pursuant to the above.
8. A statement that any customer whose service has been shut off on account of non-payment may have the service turned on again by paying all arrearages and a \$30.00 service charge. (Amd. by Ord. #0-1-06-3-14)

D. Lien-notice of delinquency: Whenever a bill for water service remains unpaid for sixty (60) days for monthly service, the Village treasurer shall file with the County Recorder of Deeds a statement of lien claim. The statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the Village claims a lien for this amount as well as for all charges subsequent to the period covered by the bill. If the user whose bill is unpaid is not the owner of the premises and the Village Treasurer has notice of this, notice shall be mailed to the owner of the premises if his address is known to the Treasurer, whenever such bill remains unpaid for a period of forty-five (45) days for a monthly bill after it has been rendered. The failure of the Village Treasurer to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bills.

E. Foreclosure of lien: Property subject to a lien for unpaid charges shall be sold for nonpayment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill and equity and in the name of the Village of Tiskilwa. The Village attorney is hereby authorized and directed to institute such proceedings in the name of the Village of Tiskilwa in any Court having jurisdiction over such matters against any property for which the bill has remained unpaid for forty-five (45) days in the case of a monthly bill after it has been rendered.

F. Informal hearings: The customer or user has a right to try to resolve any disputes with the Water Superintendent at any time. However, if an informal hearing is requested, that request shall be in writing prior to the expiration of the termination date as set forth in the notice of termination. The Water Superintendent shall schedule a hearing to be held within three (3) business days of receipt of the request by a customer or user during the normal business hours of the Waterworks. No termination of water service shall occur during the pendency of an informal

hearing or prior to the issuance of a final decision.

G. Formal hearings:

1. If a Village water customer or user requests a formal hearing before the Village Board or its delegate in writing prior to the termination date set forth in the notice, such a hearing shall be granted. No termination of water service shall be initiated pending a hearing decision and for ten (10) days following the issuance and mailing of the decision to the person requesting the hearing by the Hearing Officer. The decision shall be sent by registered or certified mail.

2. If a written request for a hearing has not been tendered prior to the date set forth in the termination notice, then the Water Department may terminate service on any day thereafter pursuant to said notice and no further formal hearing shall be required; however, an extension of time in which to file a request for a formal hearing may be granted at the discretion of the Village Board or its delegate upon a showing of good cause by the person requesting the extension.

3. At the formal hearing the customer or user and the Water Department shall have the following rights as part of the hearing:

A. the right to appear in person and to be represented by counsel of choice;

B. the right to present both oral and documentary evidence;

C. the right to present both oral and written argument;

D. the right to confront and cross-examine witnesses;

E. the right to be informed at least five (5) days prior to a scheduled hearing of the names of all witnesses who may testify and to examine all documents, records, files, account data and similar materials upon which either the Village or the customer or user shall base any claim.

4. Within ten (10) days after hearing, the Hearing Officer or Village Board shall issue a written order and decision, which decision shall be based exclusively on evidence produced at the hearing, set forth all findings of fact, reasons for the decision, the earliest possible date of termination, and indicate that if the customer or user is dissatisfied that any further action shall be before a Court. The decision shall be sent by registered or certified mail to the person requesting the hearing, or his counsel, and no termination of water service shall occur until ten (10) days after mailing the decision. (Amd. by Ord. No. 0-1-95-4-11)

17-1-11: RATES FOR WATER USE:

A. Single Family Dwellings

The water rates per month for single family dwellings with metered water shall be as follows:

1,000 gallons or less \$12.25

Additional 1,000 gallons or part thereof \$8.50

Rate increase of 10% established on January 1st of every year.

B. Multiple Family Dwellings

1. In multiple family dwellings that have a separate meter for every family, each family will be charged separately on their own water meter.

2. In multiple family dwellings that do not have a separate water meter for each family, the dwelling owner or person in whose name the water meter is obtained, will be required, responsible and charged for as many minimum water rates as there are families living in multiple family dwellings. The balance of usage of water will be computed at the regular rate for each multiple family dwelling.

3. Any new multiple family dwellings constructed, whether they be apartments or houses changed or made into apartments, will be required to have a separate water meter for each family dwelling.

C. Commercial and Industrial

Commercial and industrial customers shall be charged at the same rate as single family dwellings.

D. Unmetered Users

At present certain users do not have water meters. The rate for each unmetered user shall be fourteen dollars (\$14.00) per month. (Amd. by Ord. No. 0-4-22-9-13)

E. Tap in Permit Fee; Water:

Any person, firm or corporation desiring to tap into the Village water system shall pay a tap fee of two hundred and fifty dollars (\$250.00) per 5,000 gallons of water.

F. Tap in Permit Fee; Sewer:

Any person, firm or corporation desiring to tap into the Village sanitary sewer system shall pay a tap fee of two hundred dollars (\$200.00) per 5,000 gallons of sewer water.

G. Tap in Permit Fee; Combined Water and Sewer:

Any person, firm or corporation desiring to tap into both the Village water and sanitary sewer concurrently for the same location, shall pay a combined tap fee of four hundred fifty (\$450.00) dollars per 5,000 gallons of sewer and water each.

17-1-12: CONNECTIONS REQUIRED:

Every residence and every building in the Village of Tiskilwa in which people regularly live or are employed shall be connected to the water system of the Village and any of said buildings or residences not so connected are hereby declared to be a nuisance, except where connections to the water system are not feasible. Such connection with the water system is hereby declared to be feasible as to any premises abutting on any street, alley or other public way or water right-of-way in which any line of the water system of the Village exists within fifty (50) feet of the property line. The Village of Tiskilwa or the Illinois Department of Public Health shall have the right to inspect the premises at reasonable hours and reasonable times to determine if a private water supply is being maintained and used for human consumption.

17-1-13: EFFECTIVE DATE:

This ordinance shall take effect on January 1st, 2024. The first billing under this ordinance shall be based on the meter reading after January 1, 2024.

CHAPTER 2

CROSS-CONNECTION CONTROL

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17-2-1: PLUMBING CODE REQUIREMENTS:

A. The plumbing installed within the Village of Tiskilwa shall be installed in accordance with the Illinois Plumbing Code, 77 ILL. Adm. Code 890. If in accordance with the Illinois Plumbing Code or in the judgment of the Superintendent of Water, an approved backflow prevention device is necessary for the safety of the public water supply system, the Superintendent of Water will give notice to the water customer to install such an approved device immediately. That water customer shall, at his own expense, install such an approved device at a location and in a manner in accordance with the Illinois Plumbing Code and all applicable local regulations, and shall have inspections and tests made of such approved devices upon installation and as required by the Illinois Plumbing Code and local regulations.

B. No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any connection whereby a private, auxiliary or emergency water supply other than the regular public water supply of the Village of Tiskilwa enter the supply or distribution system of said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Superintendent of Water and the Illinois Environmental Protection Agency.

C. It shall be the duty of the Superintendent of Water to cause surveys and investigations to be made of industrial and other properties served by the public water supply to determine whether actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated at least every two years, or as often as the Superintendent of Water shall deem necessary. Records of such surveys shall be maintained and available for review for a period of at least five years.

D. The approved cross-connection control device inspector shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system of the Village of Tiskilwa for the purpose of verifying the presence or absence of cross-connections, and that the Water Superintendent or his authorized agents shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system of the Village of Tiskilwa for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. On demand the owner, lessees or occupants of any property so served shall furnish to the Superintendent of Water any information which he may request regarding the piping system or systems or water use on such property. The refusal of such information, when demanded, shall, within the discretion of the Superintendent of Water, be deemed evidence of the presence of improper connections as provided in this ordinance.

E. The Superintendent of the Water of the Village of Tiskilwa is hereby authorized and directed to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection in violation of the provisions of this ordinance is known to exist, and to take such other precautionary measures as he may deem necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this ordinance, and until a reconnection fee as established by ordinance is paid to the Village of Tiskilwa. Immediate disconnection with verbal notice can be affected when the Superintendent of Water is assured that imminent danger of harmful contamination of the public water supply system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be affected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the Superintendent of Water or the Illinois Environmental Protection Agency, such action is required to prevent actual or potential contamination or pollution of the public

water supply. Neither the Public Water Supply, the Superintendent of Water, or its agents or assigns shall be liable to any customer for any injury, damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this ordinance, whether or not said termination was with or without notice.

F. The consumer responsible for backsiphoned material or contamination through backflow, if contamination of the potable water supply system occurs through an illegal cross-connection or an improperly installed, maintained or repaired device, or a device which has been bypassed, must bear the cost of clean-up of the potable water supply system.

G. The attached cross-connection control regulations are hereby adopted by the Village of Tiskilwa.

H. This ordinance shall take effect and be in force from and after the 1st day of October, 2006
(Ord. No. 0-5-06-9-12)

CHAPTER 3

CREEK MAINTENANCE

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17-3-1: CREEK DEFINED:

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

CREEK. any creek, channel or watercourse wherein, during the rainy season of the year or any other time, water runs in a defined channel throughout the Village.

17-3-2: NUISANCE DECLARED:

It is declared that each creek in the Village and the free and unobstructed flow thereof is essential to the proper drainage of the Village and to the protection of life and property in the Village. Any weeds, trees, debris, rubbish, rank growth or anything whatsoever in any creek which at any time interferes with the free and unobstructed flow of water in the creek constitutes a public nuisance and is subject to summary abatement as provided by law or as provided in this chapter.

17-3-3: PLACING DEBRIS IN CREEK UNLAWFUL:

It is unlawful for any person to throw, deposit or place any rubbish, debris, garbage or other personal property in any creek, or to in any way obstruct the free flow of water, in any creek at any time. All stored material must be placed a minimum of five (5) feet away from the top of the bank so as to not allow any material to be washed into the creek.

17-3-4: DUTY OF LANDOWNERS:

Every owner of property in the Village shall, at all times, keep free and clear of trees, debris, rubbish or any other obstruction all creeks or portions thereof which flow upon, over or across the property of the owner, and the failure to do so shall constitute a violation against Village ordinances and subject to fines accordingly,

17-3-5: REMOVAL OF OBSTRUCTIONS:

A. The Village President shall ascertain whether any creek is being obstructed and may remove any such obstructions to creeks, and for that purpose may enter upon any private property in the Village in order to ensure no

obstructions are present in a creek or in order for work to be done to ensure proper creek flow.

B. The Village President may widen, straighten and deepen the channel in any creek in the Village to such an extent as to provide a channel that will carry all water normally flowing in the creek during seasonal rains.

17-3-6: ABATEMENT:

In addition to the provision for summary abatement in 17.3.5 of any obstruction to a creek as a nuisance, and as a supplementary method of removal of same, the Village Board may, by resolution, declare any weeds, trees, dirt, debris, rubbish, rank growths or any other thing found in any creek to be a public nuisance. The resolution shall refer to the nature of the public nuisance and describe the property upon which the nuisance exists by giving the lot and block number or other description of the same, according to the official maps of the Village, or the description on the assessment roll of the Village used for describing property on tax bills. No other description shall be required.

17-3-7: HEARING PROCESS:

A. After the adoption of any such resolution as provided in 17.3.6, the Village President shall prepare Ordinance Violation form which shall describe with reasonable certainty the nature, description and location of the nuisance, and shall contain a time and date when the owner of the property upon which the nuisance exists.

B. The Village Board shall hear all persons interested in the matter and consider all objections to the removal of any such nuisance or obstruction. Upon the conclusion of the hearing, the Village Board, by resolution, shall allow or overrule any or all objections, whereupon the Village Board shall be deemed to have acquired jurisdiction to proceed to order the removal of any such obstruction or the widening, deepening or straightening of any channel of any creek in the Village. The decision of the Village Board on the matter shall be deemed final and conclusive.

17-3-8: ABATEMENT; ORDER TO PROCEED; OWNERS RIGHT TO DO WORK:

After the hearing provided for in 17-3-7, the Village Board may, by resolution, order the Village President to abate any such nuisance and remove any obstruction referred to in the proceedings, and the President and his or her Village laborers are expressly authorized to enter upon private property for that purpose. Any property owner shall have the right to have any such obstruction or nuisance removed at his or her own expense, providing the same is done prior to the date set forth for the removal by the President or his or her representative.

17-3-9: ABATEMENT COSTS; REPORT; POSTING:

The Village President shall keep an accurate account of the cost of abating the nuisance and the removal of any such obstruction, and shall render an itemized report in writing to the Village Board, showing the cost of the removal and abatement; provided that, before the report is submitted to the Village Board, a copy of same shall be posted for at least three days prior thereto on the property from which the obstruction was removed or nuisance abated, together with a notice of the time when the report shall be submitted to the Village Board for confirmation.

17-3-10: ABATEMENT COSTS; CONFIRMATION; COLLECTION:

A. At the time fixed for receiving and confirming the report of the Village President, the Village Board shall hear the same, together with any objection which may be raised by any property owner liable to be assessed for the work of abating the nuisance or removal of the obstruction, and the Village Board shall thereupon make the modification in the report as they may deem necessary, after which, by resolution, the report shall be confirmed.

B. The amounts of the cost for abating the nuisance or removal of the obstruction from any property mentioned in the report shall constitute a special assessment against the parcel of land, and after thus made and confirmed, shall constitute a lien on the property for the amount of the assessment. After confirmation of the report, a copy thereof shall be turned over to the Assessor and the Tax Collector, whereupon it shall be the duty of the officers to add the amounts of the assessment to the next regular bill for taxes levied against the lot or parcel for municipal purposes, and the lien shall be collected in the same manner as other general municipal taxes. The amount of costs for removal hereinabove mentioned shall be and constitute the personal obligation of the owner of the property, and the Village Board may enforce the obligation by suit at law.

17-3-11: CONSTRUCTION OR REMOVAL WORK; PERMIT REQUIRED:

It is unlawful to build, construct or reconstruct any retaining wall, crib wall, bulkhead, bridge or other

structure in, over, across or upon any creek, or to remove any tree within the flood level of any creek in the Village, without first securing permission from the Village board.

17-3-12: PERMIT; APPLICATION:

A. Any person who desires to build, construct or maintain any structure described in 17-3-11 shall apply for a permit therefore to the Zoning Board. The application shall be filled out following the regular zoning applications.

17-3-13: PERMIT; APPLICATION; REVIEW:

Forthwith, the Zoning Board shall refer each application to a designated staff member who will check the project for compliance with design criteria adopted from time to time by resolution of the Village Board. These design criteria may impose reasonable restrictions, such as requiring textured treatment of exposed concrete and suitable landscaping of fill and excavation made in the construction of the structures, including, but not limited to redwood timbers.

17-3-14: PERMIT; ISSUANCE SUBJECT TO CONDITIONS; APPEAL; HEARING:

If the Zoning Inspector finds and determines that the proposed structure will not, in any way, impede and/or improperly divert the passage of water within the creek, he or she shall approve the plans and issue the permit subject to such conditions as he or she believes necessary to ensure the continued flow of water and including conditions imposed by the adopted design criteria. Any person dissatisfied with any action of the Zoning Inspector in this connection may appeal the same to the Planning Commission in writing within ten days after notification of the action of the Zoning Inspector. The Zoning Board shall conduct a hearing on the appeal, and its decision shall be final.

17-3-15: PREPARATION OF PLANS:

Should the Zoning Inspector determine that the construction proposed does not require any special skill or knowledge, and that the structure is of such a small nature as to make expensive design impracticable, the Zoning Inspector may waive the requirement that plans and specifications are to be prepared by a duly licensed civil engineer, and may accept plans prepared by the applicant or his or her agents.

17-3-16: NEGLIGENCE; DAMAGES:

Owners who fail to comply with regulations and negligence of their properties resulting in damages on their property or surrounding properties are solely responsible for all costs and expenses that occur.

17-3-17: PENALTY:

Any owner found violating any provision of this chapter, upon conviction thereof, shall be punished by a fine of not less than \$100.00 for the first offense; \$200.00 for the second offense; and \$500.00 for the third offense and each offense thereafter within the first year; and each offense shall be determined per owner.

17-3-18: EFFECTIVE DATE:

This ordinance shall take effect ten (10) days after passage as required by law. Owners who are not in compliance with any of these ordinances will be given a grace period of 375 days from the effective date to get into compliance with all regulations of this ordinance. Presented, Passed, and approved on a roll call vote on this 13th Day of February, 2024.