

Attached is the agenda packet for the December 4, 2023 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

The Village Board meeting will begin at 7:00 PM. 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
December 4, 2023
7:00 pm

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes of November 6, 2023 Board Meeting and November 20, 2023 Board Meeting
5. Accounts Payable – December 4, 2023
6. Mayor
 - a. Swearing in new Police Officer Michael Morales
 - b. Swearing in new Police Officer Ruslan Khamdulaev
7. Staff Reports
8. New Business
 - a. Approval: 2024 Village Board Meeting Dates
 - b. Ordinance 2023-12-01: An Ordinance Amending the Village Code Relative to Administrative Adjudication
 - c. Ordinance 2023-12-02: An Ordinance Approving a Redevelopment Agreement by and between the Village of Lake Villa and Ted Nielsen 1969 LLC. (0 Park Avenue)
9. Old Business
10. Executive Session
11. Adjournment



DATE: December 4, 2023

TO: Village Board of Trustees

FROM: Michael Strong
Village Administrator

RE: Agenda Transmittal

New Business

a. Approval: 2024 Village Board Meeting Dates

Staff Contact(s): Michael Strong, Village Administrator

The Village Board will discuss and consider approval of the 2024 Village Board schedule of meetings. A few dates to make note of are, January 1st and July 1st are removed from the calendar in observance of New Year's Day and 4th of July holiday.

There are some suggested meeting date changes due to some of the Monday Village Board meetings falling on holidays. The meeting on January 15th is moved to Tuesday, January 16th in observance of the Martin Luther King holiday. The February 19th meeting is moved to Tuesday, February 20th in observance of Presidents Day. The meeting September 2nd is moved to Tuesday, September 3rd in observance of the Labor Day holiday.

January 8th, February 12th, March 11th, and July 8th have been designated as Committee Meeting dates. Staff anticipates that budget workshops will begin February 12th and conclude on March 11th.

Suggested Motion: *Motion to approve calendar year 2024 Board of Trustees Meeting Dates*

b. Ordinance 2023-12-01: Ordinance Amending the Village Code Relative to Administrative Adjudication

Staff Contact(s): Rebecca Bateman-Alexopoulos, Village Attorney

The Village Board will discuss and consider approval of an Ordinance amending the Village Code relative to the Village's Administrative Adjudication System as outlined in Title 1, Chapter 14 of the Village Code.

The Illinois General Assembly recently enacted Public Act 103-0260 to expand the authority of non-home rule municipalities to adopt administrative adjudication hearing systems under Division 2.1 of the Illinois Municipal Code. Currently, the Village's administrative adjudication hearing system is adopted under Division 2.2, which is the existing non-home rule statute. Adoption of Division 2.1 presents several advantages over the former, including:

- Ability to adjudicate any ordinance violation, other than traffic violations involving movement of traffic or motor vehicles;
- Increases the maximum fine from \$2,500 to \$50,000 per violation;
- Decreases notice of hearing requirements from 30 days to 15 days; and
- Removes limits on continuances

Village staff is recommending that the Village Board approve the Ordinance amending the Village Code to adopt Division 2.1 prior to the Act going into effect on January 1, 2024 so that the Village can take advantage of the aforementioned benefits within its administrative adjudication hearing system.

Suggested Motion: *Motion to approve Ordinance 2023-12-01 Adopting Amendments to the Village Code Relative to the Village's Administrative Adjudication Hearing System.*

c. **Ordinance 2023-12-02: An Ordinance Approving a Redevelopment Agreement by and between the Village of Lake Villa and Ted Nielsen 1969 Enterprises LLC. (0 Park Avenue)**

Staff Contact(s): Michael Strong, Village Administrator

The Village Board will discuss and consider approval of an Ordinance approving a Tax Increment Financing ("TIF") incentive in an amount not to exceed \$392,000 for the purchase and redevelopment of a portion of the property located at 0 Park Avenue in the Park Place Business Center. The Project includes the acquisition of property and construction of new infrastructure including utility extensions, remediation of environmental issues and various site preparation to construct an approximately 10,000 square foot new commercial structure to be built in the southeast corner of the property.

The Village Board adopted Resolution 2023-06-01 which declared the Village's intention to authorize the reimbursement of eligible redevelopment project expenses for this Project using TIF funds from the Village's Downtown TIF Fund.

The Ordinance, and accompanying Redevelopment Agreement, lays out various terms relative to the Project. Based on anticipated costs the Developer will incur leading up to the occupancy of the new building, Village Staff is recommending that a total of \$125,000 of the incentive reimbursement be paid out once construction commences on the new structure, with the balance (approximately \$267,000) being paid out through an equal share of subsequent future incremental taxes that are generated on the parcel between the Village and Developer. The Village's total incentive reimbursement amount represents 25% of the estimated \$1,570,000 total Project cost for the infrastructure improvements on the property.

Suggested Motion: *Motion to approve Ordinance 2023-12-02 Approving a Redevelopment Agreement by and Between the Village of Lake Villa and Ted Nielsen 1969 Enterprises LLC for the Property Located at 0 Park Avenue.*

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
NOVEMBER 6th, 2023**

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

Present: Mayor McDonald, Village Deputy Clerk Mercure, Trustees: Nielsen, Barbato, O'Reilly, Bartlett, Savell and McCollum, Police Chief Rochelle Tisinai, Village Administrator Mike Strong, Assistant to the Village Administrator Jake Litz, Public Works Supervisor Ryan Horton and Jim Bowles, and Christine McKinley. Clerk Konrad was absent.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Public Comment: None

Minutes: It was moved by Trustee Barbato and seconded by Trustee Nielsen to approve the October 16, 2023 Village Board Minutes.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Finance: It was moved by Trustee McCollum and seconded by Trustee O'Reilly to approve the Accounts Payable Report for October 16, 2023, for \$616,093.72.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Mayor: **Community Solar Presentation by ECA Solar**

The Village Board heard and discussed a presentation from ECA Solar, a large-scale solar facility developer, related to community solar and a potential development opportunity in Lake Villa.

It was moved by Trustee Barbato and seconded by Trustee Savell to approve the appointment of Rob Copeland to Police Pension Board

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

It was moved by Trustee Nielsen and seconded by Trustee O'Reilly to approve the appointment of Rich Coles to Chairman of Police Commission

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

It was moved by Trustee Barbato and seconded by Trustee Savell to approve the appointment of Kevin Denzel to Police Commission

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Staff Reports:

Jim Bowles reported that the manhole project is completed and gave an update on the construction on Grand Ave.

Ryan Horton reported that the delineators were installed at the railroad tracks at Grass/83. Staff are working on the holiday light displays.

Chief Tisinai announced that Shop with a Cop is on 12/19/23.

Jake Litz reported on Human Resources for the Village.

Mike Strong reported that there is a Plan Commission & Zoning Board of Appeals on 11/14/23 and 12/12/23.

New Business:

Ordinance 2023-11-01: An Ordinance Granting a Preliminary Planned Development Approval for an Amended Conditional Use Permit for a Proposed Dunkin' Donuts drive-through Restaurant at 800 Tower Drive

The Village Board discussed and considered approval of an Ordinance granting preliminary approval of a proposed Dunkin' Donuts drive-through restaurant at 800 Tower Drive in the Lake Tower Crossing Development. The Developer, JSNetwork, LLC., is seeking preliminary approval to construct an approximate 3,900-square-foot multitenant commercial building which will include an approximately 2,100-square-foot Dunkin Donuts restaurant as well as additional commercial and/or retail tenant space.

It was moved by Trustee McCollum and seconded by Trustee Savell to approve Ordinance 2023-11-01 Granting Preliminary Approval for the Proposed Dunkin Development at 800 Tower Drive.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Ordinance 2023-11-02: An Ordinance Granting Final Approval for the Proposed Redwood Development at 406 & 500 Monaville Road

The Village Board discussed and considered approval of an Ordinance granting final approval for the Proposed Redwood Development at 406 & 500 Monaville Road, a single-story attached residential development. The development would involve the construction of 24 buildings consisting of 111 single-story individual 2-bedroom and 2-bathroom attached homes. The Plan Commission considered this matter and recommended that final approval be granted.

It was moved by Trustee Savell and seconded by Trustee O'Reilly to approve Ordinance 2023-11-02 granting final approval for the proposed Redwood Development at 406 & 500 Monaville Road.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Ordinance No. 2023-11-03: Authorizing Execution of an Agreement for the Lease of Certain Property Installments

The Village currently holds a lease agreement with Enterprise Fleet Management for vehicles used by the police department. One of these vehicles was involved in an accident and deemed a total loss by the Village's insurance carrier. The Village is in the process of being reimbursed for the loss of the vehicle and has been notified of an available replacement. The Village Board's approval is required for this replacement lease.

It was moved by Trustee Nielsen and seconded by Trustee Savell to approve Ordinance 2023-11-03 authorizing an agreement for the lease of certain property installments.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Ordinance No. 2023-11-04: Authorizing Execution of an Agreement for the Lease of Certain Property Installments

For FY2024/2025, Police have identified a squad that has exceeded useful life and needs replacement. Under the terms of the current Enterprise Fleet Management agreement, the installation of necessary aftermarket equipment is included in the lease payments. The Village Board is asked to authorize the execution of a quote in an amount not to exceed \$56,088 for this replacement vehicle to ensure delivery for FY2025.

It was moved by Trustee Savell and seconded by Trustee Barbato to approve Ordinance 2023-11-04 authorizing the execution of an agreement for the lease of certain property installments.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Resolution 2023-11-01: A Resolution Approving an Intergovernmental Agreement with the Village of Fox Lake Regarding the Use of the Fox Lake Jail Facility

The Village Board conferred on a resolution approving an intergovernmental agreement between the Village of Lake Villa and the Village of Fox Lake for the use of their prisoner-holding facility. Per Chief Tisinai, the Police Department is recommending approving the Resolution and agreement to keep prisoners at the Fox Lake Police Department until a subject's first court appearance.

It was moved by Trustee Barbato and seconded by Trustee Nielsen to approve Resolution 2023-11-01, an Intergovernmental Agreement between the Village of Fox Lake and the Village of Lake Villa regarding the use of the Fox Lake Jail Facility.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Approval: Authorization to Hire Full-Time Patrol Officer due to Vacancy from Resignation

The Village Board conferred on the request by the Police Department for the Police Commission to hire a Police Officer to fill an impending vacancy that will be left with the departure of a Police Officer resigning from the organization in November.

It was moved by Trustee O'Reilly and Seconded by Trustee Savell to authorize the Lake Villa Police Commission to fill one vacant Police Officer Position.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Approval: Amended Local Public Agency Agreement with IDOT Regarding Funding for Construction Engineering of the Lake Villa Downtown Sidewalk Improvement Project

The Village Board conferred on approving a contract amendment with IDOT regarding funding for construction engineering of the Lake Villa Downtown Sidewalk Improvement Project. This Contract Amendment addresses additional construction engineering services for additional construction observation, final IDOT documentation, and project closeout that are beyond the original contract. The work is now complete, and the construction was completed under the original contract amount.

It was moved by Trustee Savell and seconded by Trustee Barbato to approve an amendment to the Local Public Agency Agreement with IDOT regarding funding for construction engineering of the Lake Villa Downtown Sidewalk Improvement Project.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0
ABSTAIN: 0

MOTION CARRIED

Discussion: FY2024/2025 Non-Binding Tax Levy Estimate

As required by the Truth in Taxation statute, 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, the Village Board discussed its tax levy estimate and options.

Adjournment: It was moved by Trustee Nielsen and seconded by Trustee O'Reilly to adjourn at 9:24 pm

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

APPROVED BY ME THIS _____ November, 2023

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
NOVEMBER 20th, 2023**

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

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

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

Public Comment: None

Mayor: The Holiday Parade will be held Saturday, November 25th, with the lineup starting 4pm at Palombi School.

Staff reports: Public Works reported that the IDOT contractors are approximately 40 days behind schedule for the Grand Avenue construction project. They will be working weekends to accelerate progress. Also reported the contractor has finished the asphalt work.

The Chief of Police announced that 'Shop-With-A-Cop' will be held on December 19th and that 2 new full-time officers will be sworn in at the next Village Board Meeting.

The Village Administrator advised that the FRA (Federal Railroad Administration) inspection for the quiet zone has been completed

New Business Public Hearing: Re: Proposed Amendment to Annexation Agreement related to Lake Villa Township Park

The Village previously entered into an Annexation Agreement with the School District #41 for the lots located at 38130 N. and 38196 N. Fairfield Road. Lake Villa Township is the new owner of the property requesting consideration of a Petition for Amendment to the existing Annexation Agreement. The proposed amendment is to permit the construction, establishment, and maintenance of a new community recreational park. The proposed park would include six pickle ball courts which would be converted in the winter months to a refrigerated ice skating rink, shuffleboard courts, and sixteen raised bed community garden spots. These uses are not currently permitted under the existing annexation agreement. The Village Board opened a public hearing prior to the approval of the Ordinance.

It was moved by Trustee McCollum and seconded by Trustee Savell to open a public hearing regarding a proposed amendment to the annexation agreement relative to the Properties located at 38130 and 38196 N. Fairfield Road

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

It was moved by Trustee Nielsen and seconded by Trustee Savell to close the public hearing, at 7:23, regarding a proposed amendment to the annexation agreement relative to the Properties located at 38130 and 38196 N. Fairfield Road

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

Ordinance 2023-11-05: An Ordinance Approving an Amendment to Annexation Agreement related to properties commonly known as 38130 N. and 38196 N. Fairfield Road

Following the public hearing related to the proposed amendment to the annexation agreement, the Village Board conferred on an Ordinance formally approving the amendment to the annexation agreement for the properties located at 38130 and 38196 N. Fairfield. The Ordinance for consideration allows for the transfer of rights and obligations from School District #41 to Lake Villa Township. Additionally, the permitted uses would allow for the proposed park following the approval of a Conditional Use Permit.

It was moved by Trustee Savell and seconded by Trustee O'Reilly to approve Ordinance 2022-11-05 approving an amendment to Annexation Agreement related to properties commonly known as 38130 N. and 38196 N. Fairfield Road

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

Ordinance No. 2023-11-06: An Ordinance Granting Preliminary and Final Approval for a Request for a Conditional Use Permit for a Planned Development for the Lake Villa Township Park at 38130 N. and 38196 N. Fairfield Road

The Plan Commission held a public hearing relative to the conditional permit for the Lake Villa Township Senior Park. Following public comment, discussion amongst commission members focused on parking, lighting, and the ways in which the park would be used. The Plan Commission recommended approval of preliminary and final approval for a Conditional Use Permit for the Lake Villa Township Senior Park at 38130 N. and 38196 N. Fairfield Road.

It was moved by Trustee Nielsen and seconded by Trustee Savell to approve Ordinance 2023-11-06 Granting preliminary and final approval for a request for a Conditional Use Permit for a planned development for the Lake Villa Township Park at 38130 N. and 38196 N. Fairfield Road.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

Ordinance 2023-11-07: An Ordinance Approving a Redevelopment Agreement by and between the Village of Lake Villa and Circadian Health & Wellness Center (50 S. Milwaukee Avenue).

The Village Board conferred on the approval of an Ordinance approving a Business Development District incentive in an amount not to exceed \$134,000 for the purchase and rehabilitation of the property located at 50 S. Milwaukee Avenue in the Downtown TIF and Business Development District. The Project includes various improvements necessary for the operation of a health and wellness clinic to 50 S. Milwaukee Avenue. The Redevelopment Agreement lays out various terms relative to the project. Based on the current site condition and property valuation, staff recommended that the incentive reimbursement be paid out in equal installments over a 10-year period once the project is complete, or a maximum annual annuity of \$13,400.

It was moved by Trustee Savell and seconded by Trustee Nielsen to approve Ordinance 2023-11-07 Approving a Redevelopment Agreement by and Between the Village of Lake Villa and Circadian Health & Wellness Center for the Property Located at 50 S. Milwaukee Avenue.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

Discussion: 2023 Tax Levy Estimate

Village Staff requests that the Village Board estimate the 2023 property tax levy. The annual tax levy must be filed with the County Clerk by the last Tuesday in December. Real estate taxes are a significant portion of the Village's total revenue each year, accounting for over 25% of the General Fund revenue.

On November 6th, the Village Board discussed various options for the 2023 tax levy. The consensus of the board was to move forward with a tax levy increase of a range between 2.5% and 5%.

It was moved by Trustee McCollum and seconded by Trustee Bartlett to estimate the 2023 Tax Levy with New Construction +3.5 in a total of \$2,383,848.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

Discussion: Village Health Insurance Renewal

The Village's Health Insurance policy for its employees is currently sponsored by BlueCross BlueShield of Illinois and renews annually effective January 1. Staff received several quotes for various health insurance policies and are recommending renewal of the existing plans offered through BlueCross BlueShield of Illinois. Staff proposed that the formula for calculating rates be modified from composite based to age-based. Given the Village's relatively young workforce, this will ultimately offer the Village savings on premium costs.

Discussion: Waste Hauler Discussion

Village and Lake Villa Township announced a Request for Proposal for Waste Hauler Services. The Village's current Waste Hauler contract with Waste Management is set to expire on April 30, 2024. The Village Board discussed the responses received.

Adjournment: It was moved by Trustee Savell and seconded by Trustee Bartlett to adjourn at 8:45 pm

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Barbato)

ABSTAIN: 0

MOTION CARRIED

APPROVED BY ME THIS _____ December, 2023

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 11/21/2023 - 12/04/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD Budget	Over
AEP ENERGY									
WATER & SEWER	SEWER	ELECTRICITY	0 IL86 TFLT RT/25	39.23	60-43-40-4660	30,000.00	20,445.06		
GENERAL FUND	STREETS	ELECTRICITY	LITE RT/25 683 BLAZING	132.93	01-41-40-4660	135,000.00	83,142.79		
Vendor Total:				172.16					
APPLE MECHANICAL INC									
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	MANSION AND TENT- FALL	2,776.00	01-46-40-4210	14,000.00	2,486.41		
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	VILLAGE HALL & POLICE :	620.00	01-46-40-4210	14,000.00	2,486.41		
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	MAINT BLDG- FALL SERVI	420.00	01-46-40-4210	14,000.00	2,486.41		
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	WATER BLDG- FALL SERVI	906.00	01-46-40-4210	14,000.00	2,486.41		
Vendor Total:				4,722.00					
AWARDS BY KAYDAN									
GENERAL FUND	ADMINISTRATIVE	MISCELLANEOUS EXPENSES	NAME BADGE/MAGNET- JEF	7.50	01-10-60-5190	8,000.00	7,597.98		
Vendor Total:				7.50					
BLUE CROSS/BLUE SHIELD									
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	3,455.46	01-10-10-4110	70,968.00	27,316.00		
GENERAL FUND	POLICE	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	15,322.07	01-20-10-4110	225,584.00	106,748.93		
GENERAL FUND	FLEET	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	1,418.45	01-30-10-4110	47,736.00	13,266.11		
GENERAL FUND	STREETS	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	5,169.32	01-41-10-4110	72,243.00	35,716.97		
MANSION FUND		HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	97.30	08-00-10-4110	925.00	622.74		
METRA FUND		HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	175.60	02-00-10-4110	2,478.00	1,228.70		
WATER & SEWER	WATER	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	3,116.55	60-42-10-4110	47,402.00	22,251.56		
WATER & SEWER	SEWER	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 12/01/20	3,116.55	60-43-10-4110	47,402.00	22,251.54		
GENERAL FUND		EMPLOYEE CONTRIBUTION	NOVEMBER 2023- 12/01/20	7,674.00	01-00-10-2180	0.00	(2,303.36)	OVER	
Vendor Total:				39,545.30					
CHICAGO METROPOLITAN									
GENERAL CAPITAL FUND		PLANNING STUDIES/CONTI	PLN-23-0018/ LOCAL TEC	3,000.00	90-00-00-8157	75,000.00	4,204.56		
Vendor Total:				3,000.00					
CLARENCE DAVIDS & CO									
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	2023 ANNUAL FLOWER INS'	335.00	01-46-40-4211	16,500.00	10,150.11		
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	2023 ANNUAL FLOWER INS'	536.00	01-46-40-4211	16,500.00	10,150.11		
Vendor Total:				871.00					
COMED									
GENERAL FUND	STREETS	ELECTRICITY	TFLT, METERED 0 RT83	117.56	01-41-40-4660	135,000.00	83,142.79		
WATER & SEWER	WATER	ELECTRICITY	222 OAK KNOLL DR- UNIT	5,900.79	60-42-40-4660	50,000.00	36,992.88		
Vendor Total:				6,018.35					
CRAIG/TIFFANY CAPPEL									
WATER & SEWER		WATER	UB Receipt Refund for i	249.72	60-00-40-3510	947,521.00	184,585.49		
Vendor Total:				249.72					
DEKIND COMPUTER CONSULTANTS									
GENERAL CAPITAL FUND		INFORMATION TECHNOLOGY	CUSTOM HARDWARE PCKG/ 1	64.98	90-00-00-8150	40,000.00	26,795.10		
GENERAL FUND	POLICE	RANGE & SUPPLIES	CUSTOM HARDWARE PCKG/ 1	670.29	01-20-60-4560	16,500.00	10,626.73		
Vendor Total:				735.27					
DOOR TECH OF ANTIOCH									
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	2 DOORS PD- REPLACE CAI	352.00	01-46-40-4210	14,000.00	2,486.41		
Vendor Total:				352.00					
DYNEGY ENERGY SERVICES									
MANSION FUND		485 N MILWAUKEE AVE/ M	NOVEMBER 2023	938.88	08-00-00-4660	8,000.00	12,986.48	OVER	
WATER & SEWER	WATER	141 BELMONT AVE/ WELL	NOVEMBER 2023	604.59	60-42-40-4660	50,000.00	36,992.88		
WATER & SEWER	SEWER	801 E GRAND AVE/ LIFT	NOVEMBER 2023	92.36	60-43-40-4660	30,000.00	20,445.06		
WATER & SEWER	WATER	881 DEEP LAKE RD/ WELL	NOVEMBER 2023	1,047.82	60-42-40-4660	50,000.00	36,992.88		
GENERAL FUND	STREETS	119 CEDAR AVE/ STREET	NOVEMBER 2023	83.78	01-41-40-4660	135,000.00	83,142.79		
GENERAL FUND	STREETS	129 CENTRAL AVE/ STREE	NOVEMBER 2023	45.00	01-41-40-4660	135,000.00	83,142.79		
GENERAL FUND	STREETS	422 -1/2 W GRAND AVE/	NOVEMBER 2023	29.22	01-41-40-4660	135,000.00	83,142.79		
WATER & SEWER	SEWER	0 N PETITE LAKE RD/ W/	NOVEMBER 2023	286.81	60-43-40-4660	30,000.00	20,445.06		
WATER & SEWER	SEWER	910 PARK AVE/ LIFT	NOVEMBER 2023	211.71	60-43-40-4660	30,000.00	20,445.06		
WATER & SEWER	SEWER	1515 OAKLAND DRIVE/ LI	NOVEMBER 2023	253.12	60-43-40-4660	30,000.00	20,445.06		
GENERAL FUND	STREETS	129 RAILROAD AVE/ STRE	NOVEMBER 2023	47.54	01-41-40-4660	135,000.00	83,142.79		
GENERAL FUND	STREETS	SS CEDAR AVE/LIGHT 1 W	NOVEMBER 2023	243.06	01-41-40-4660	135,000.00	83,142.79		

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 11/21/2023 - 12/04/2023
BOTH JOURNALIZED AND UNJOURNALIZED
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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
GENERAL FUND	STREETS	SS CEDAR 1 W WISCONSIN	NOVEMBER 2023	105.31	01-41-40-4660	135,000.00	83,142.79	
WATER & SEWER	SEWER	129 CENTRAL AVE/ LIFT	NOVEMBER 2023	198.86	60-43-40-4660	30,000.00	20,445.06	
WATER & SEWER	SEWER	WS BROOKING CT/ 1S PONI	NOVEMBER 2023	298.00	60-43-40-4660	30,000.00	20,445.06	
WATER & SEWER	WATER	533 AMHERST DR/ WELL	NOVEMBER 2023	474.22	60-42-40-4660	50,000.00	36,992.88	
WATER & SEWER	SEWER	607 N MILWAUKEE AVE/ L	NOVEMBER 2023	335.52	60-43-40-4660	30,000.00	20,445.06	
WATER & SEWER	SEWER	550 E GRAND AVE/ LIFT	NOVEMBER 2023	136.22	60-43-40-4660	30,000.00	20,445.06	
WATER & SEWER	WATER	0SS RAILROAD AVE/ W/ S	NOVEMBER 2023	199.97	60-42-40-4660	50,000.00	36,992.88	
WATER & SEWER	SEWER	0 N S OLD MONAVILLE RD	NOVEMBER 2023	1,187.46	60-43-40-4660	30,000.00	20,445.06	
WATER & SEWER	SEWER	735 N MILWAUKEE AVE/ L	NOVEMBER 2023	247.48	60-43-40-4660	30,000.00	20,445.06	
WATER & SEWER	WATER	108 S MILWAUKEE AVE	NOVEMBER 2023	195.58	60-42-40-4660	50,000.00	36,992.88	
Vendor Total:				7,262.51				
FACTORY MOTOR PARTS CO.								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK 4/ 7/ STOCK	666.81	01-30-60-4930	52,500.00	20,611.61	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK 4/ 7/ STOCK	111.14	60-43-60-4930	8,750.00	3,499.15	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK 4/ 7/ STOCK	111.13	60-42-60-4930	8,750.00	3,498.95	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	COMPLETE STRUT ASSY	81.98	01-30-60-4930	52,500.00	20,611.61	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	COMPLETE STRUT ASSY	13.66	60-43-60-4930	8,750.00	3,499.15	
WATER & SEWER	WATER	VEHICLE SUPPLIES	COMPLETE STRUT ASSY	13.66	60-42-60-4930	8,750.00	3,498.95	
Vendor Total:				998.38				
GALL'S, LLC								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- THOI	124.88	01-20-60-4170	28,000.00	24,734.92	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- JOH	97.48	01-20-60-4170	28,000.00	24,734.92	
Vendor Total:				222.36				
HAWKINS, INC.								
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE/ CHLORINE CY	461.76	60-42-40-4950	35,000.00	15,749.74	
Vendor Total:				461.76				
ICOPS								
GENERAL FUND		UNION DUES PAYABLE	PAY PERIOD 11/11-11/24	253.00	01-00-10-2190	0.00	(3,387.00)	
Vendor Total:				253.00				
JACK FROST IRON WORKS INC								
GENERAL FUND	FLEET	CONTRACT VEHICLE MAINT	WELDING	60.00	01-30-20-4230	30,000.00	7,715.14	
WATER & SEWER	SEWER	CONTRACT VEHICLE MAINT	WELDING	10.00	60-43-20-4230	5,000.00	1,300.32	
WATER & SEWER	WATER	CONTRACT VEHICLE MAINT	WELDING	10.00	60-42-20-4230	5,000.00	1,240.98	
Vendor Total:				80.00				
LAKELAND SEPTIC SERVICE								
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	2 HOLDING TANKS- LOFFR	165.00	01-46-40-4211	16,500.00	10,150.11	
Vendor Total:				165.00				
MID AMERICAN WATER								
WATER & SEWER	WATER	SUPPLIES - WATER	1.5 IN REPAIR SLEEVE/ (240.88	60-42-40-4950	35,000.00	15,749.74	
Vendor Total:				240.88				
NACO RETIREMENT SOLUTIONS								
GENERAL FUND		DEFERRED COMP PAYABLE	PAY PERIOD 11/11-11/24	3,050.38	01-00-10-2120	0.00	(43,204.94)	
Vendor Total:				3,050.38				
NCPERS GROUP LIFE INSURANCE								
GENERAL FUND		EMPLOYEE CONTRIBUTION	IMRF LIFE INSURANCE	32.00	01-00-10-2180	0.00	(2,303.36)	
Vendor Total:				32.00				
OPTEC DISPLAYS, INC.								
MANSION FUND		MARKETING	DATA PLAN RENEWAL- 4GB	710.00	08-00-00-4443	710.00	0.00	
Vendor Total:				710.00				
PITNEY BOWES GLOBAL FINANCIAL SERVI								
GENERAL FUND	ADMINISTRATIVE	EQUIPMENT MAINTENANCE	POSTAGE MACHINE RENTAL	164.31	01-10-20-4813	3,000.00	1,729.82	
Vendor Total:				164.31				
REINDERS INC.								
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	LIGHTS	352.42	01-46-40-4911	20,000.00	16,894.73	
Vendor Total:				352.42				
RYDIN DECAL								
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	2024 BUSINESS REGISTRA'	761.45	01-10-60-4810	7,350.00	3,318.60	
Vendor Total:				761.45				

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 11/21/2023 - 12/04/2023
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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
STANDARD INSURANCE COMPANY								
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	266.31	01-10-10-4110	70,968.00	27,316.00	
GENERAL FUND	POLICE	HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	882.28	01-20-10-4110	225,584.00	106,748.93	
GENERAL FUND	FLEET	HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	142.84	01-30-10-4110	47,736.00	13,266.11	
GENERAL FUND	STREETS	HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	261.67	01-41-10-4110	72,243.00	35,716.97	
MANSION FUND		HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	6.28	08-00-10-4110	925.00	622.74	
METRA FUND		HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	8.41	02-00-10-4110	2,478.00	1,228.70	
WATER & SEWER	WATER	HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	180.58	60-42-10-4110	47,402.00	22,251.56	
WATER & SEWER	SEWER	HEALTH & LIFE INSURANCE	CIDENTAL INSURANCE- NOVEI	180.59	60-43-10-4110	47,402.00	22,251.54	
GENERAL FUND		EMPLOYEE CONTRIBUTION	VISION INSURANCE- NOVEI	75.36	01-00-10-2180	0.00	(2,303.36)	
Vendor Total:				2,004.32				
TECHSTAR AMERICA CORPORATION								
GENERAL FUND	ADMINISTRATIVE	EQUIPMENT MAINTENANCE	TONER	14.20	01-10-20-4813	3,000.00	1,729.82	
Vendor Total:				14.20				
TESKA ASSOCIATES, INC.								
GENERAL FUND	ADMINISTRATIVE	PLANNER	PLANNING/ REDWOOD	5,552.40	01-10-20-4380	15,000.00	9,233.00	
DEVELOPER ESCROWS		REDWOOD ESCROW	PLANNING/ REDWOOD	542.50	03-00-30-2361	0.00	(26,196.05)	
Vendor Total:				6,094.90				
THE STANDARD INSURANCE COMPANY RC								
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	51.42	01-10-10-4110	70,968.00	27,316.00	
GENERAL FUND	POLICE	HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	159.25	01-20-10-4110	225,584.00	106,748.93	
GENERAL FUND	FLEET	HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	(23.89)	01-30-10-4110	47,736.00	13,266.11	
GENERAL FUND	STREETS	HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	18.20	01-41-10-4110	72,243.00	35,716.97	
MANSION FUND		HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	0.18	08-00-10-4110	925.00	622.74	
METRA FUND		HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	0.64	02-00-10-4110	2,478.00	1,228.70	
WATER & SEWER	WATER	HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	13.13	60-42-10-4110	47,402.00	22,251.56	
WATER & SEWER	SEWER	HEALTH & LIFE INSURANCE	CILIFE INSURANCE- NOVEMBI	13.13	60-43-10-4110	47,402.00	22,251.54	
GENERAL FUND		EMPLOYEE CONTRIBUTION	ILIFE INSURANCE- NOVEMBI	603.76	01-00-10-2180	0.00	(2,303.36)	
Vendor Total:				835.82				
THOMAS DVORAK								
GENERAL FUND	POLICE	TRAINING/TRAVEL	TRAINING PER DIAM	250.00	01-20-60-4530	19,500.00	5,406.95	
Vendor Total:				250.00				
VILLAGE OF BUFFALO GROVE								
GENERAL CAPITAL FUND		QUIET ZONE IMPROVEMENT	RAILROAD CROSSING SIGN	130.00	90-00-00-8135	18,500.00	13,791.76	
Vendor Total:				130.00				
WAREHOUSE DIRECT								
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- PENS	4.81	60-43-60-4810	5,800.00	3,229.70	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- PENS	4.81	60-42-60-4810	5,800.00	3,229.67	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- PENS	11.22	01-10-60-4810	7,350.00	3,318.60	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- PENS	11.23	01-20-60-4810	12,000.00	3,335.01	
Vendor Total:				32.07				
Grand Total:				79,789.06				

11/29/2023 11:34 AM

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/21/2023 - 12/04/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 1/5

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: AEP ENERGY AEP ENERGY		
BANK CODE: 40208		
11212023	0 IL86 TFLT RT/25	39.23
11212023-3995	LITE RT/25 683 BLAZING STAR DR	132.93
TOTAL BANK CODE: 40208		172.16
TOTAL VENDOR AEP ENERGY AEP ENERGY		172.16
VENDOR CODE: APPMEC APPLE MECHANICAL INC		
BANK CODE: 40208		
35395	MANSION AND TENT- FALL SERVICE	2,776.00
35396	VILLAGE HALL & POLICE STATION- FALL SERV	620.00
35397	MAINT BLDG- FALL SERVICE	420.00
35398	WATER BLDG- FALL SERVICE	906.00
TOTAL BANK CODE: 40208		4,722.00
TOTAL VENDOR APPMEC APPLE MECHANICAL INC		4,722.00
VENDOR CODE: AWAKAY AWARDS BY KAYDAN		
BANK CODE: 40208		
22553	NAME BADGE/MAGNET- JEFF NIELSEN	7.50
TOTAL BANK CODE: 40208		7.50
TOTAL VENDOR AWAKAY AWARDS BY KAYDAN		7.50
VENDOR CODE: BLUCRO BLUE CROSS/BLUE SHIELD		
BANK CODE: 40208		
11292023-BCBS	NOVEMBER 2023- 12/01/2023- 01/01/2024	39,545.30
TOTAL BANK CODE: 40208		39,545.30
TOTAL VENDOR BLUCRO BLUE CROSS/BLUE SHIELD		39,545.30
VENDOR CODE: CHIMET CHICAGO METROPOLITAN		
BANK CODE: 40208		
68510	PLN-23-0018/ LOCAL TECH ASSIST CONTRIB F	3,000.00
TOTAL BANK CODE: 40208		3,000.00
TOTAL VENDOR CHIMET CHICAGO METROPOLITAN		3,000.00
VENDOR CODE: CLADAV CLARENCE DAVIDS & CO		
BANK CODE: 40208		
INV14757	2023 ANNUAL FLOWER INSTALLATION- VILLAGE	335.00
INV14758	2023 ANNUAL FLOWER INSTALLATION -LEHMANN	536.00
TOTAL BANK CODE: 40208		871.00
TOTAL VENDOR CLADAV CLARENCE DAVIDS & CO		871.00
VENDOR CODE: COMED COMED		
BANK CODE: 40208		

11/29/2023 11:34 AM

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

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BOTH OPEN AND PAID

Page: 2/5

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: COMED COMED		
BANK CODE: 40208		
11282023-3203	TFLT, METERED 0 RT83	117.56
11282023-4047	222 OAK KNOLL DR- UNIT A	5,900.79
TOTAL BANK CODE: 40208		6,018.35
TOTAL VENDOR COMED COMED		6,018.35
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
37579	CUSTOM HARDWARE PCKG/ BATTERY REPLACEMEN	64.98
37582	CUSTOM HARDWARE PCKG/ HOLOSUN 509T X2 RE	670.29
TOTAL BANK CODE: 40208		735.27
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		735.27
VENDOR CODE: DOOTEC DOOR TECH OF ANTIOCH		
BANK CODE: 40208		
LV16768	2 DOORS PD- REPLACE CABLES/ LUBE/ ADJUST	352.00
TOTAL BANK CODE: 40208		352.00
TOTAL VENDOR DOOTEC DOOR TECH OF ANTIOCH		352.00
VENDOR CODE: DYNENE DYNEGY ENERGY SERVICES		
BANK CODE: 40208		
306942723111	NOVEMBER 2023	7,262.51
TOTAL BANK CODE: 40208		7,262.51
TOTAL VENDOR DYNENE DYNEGY ENERGY SERVICES		7,262.51
VENDOR CODE: FACMOTPAR FACTORY MOTOR PARTS CO.		
BANK CODE: 40208		
162-162887	TRUCK 4/ 7/ STOCK	889.08
63-445792	COMPLETE STRUT ASSY	109.30
TOTAL BANK CODE: 40208		998.38
TOTAL VENDOR FACMOTPAR FACTORY MOTOR PARTS CO.		998.38
VENDOR CODE: GALL'S GALL'S, LLC		
BANK CODE: 40208		
026227048	UNIFORM ALLOWANCE- THOMAS DVORAK	124.88
026246306	UNIFORM ALLOWANCE- JOHN BAGHDASARIAN	97.48
TOTAL BANK CODE: 40208		222.36
TOTAL VENDOR GALL'S GALL'S, LLC		222.36
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		
6582990	CHLORINE/ CHLORINE CYLINDER	461.76

11/29/2023 11:34 AM

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 11/21/2023 - 12/04/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 3/5

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		461.76
TOTAL VENDOR HAWINC HAWKINS, INC.		461.76
VENDOR CODE: ICOPS ICOPS		
BANK CODE: 40208		
ICOPS 11302023	PAY PERIOD 11/11-11/24/2023	253.00
TOTAL BANK CODE: 40208		253.00
TOTAL VENDOR ICOPS ICOPS		253.00
VENDOR CODE: JACFRO JACK FROST IRON WORKS INC		
BANK CODE: 40208		
13782	WELDING	80.00
TOTAL BANK CODE: 40208		80.00
TOTAL VENDOR JACFRO JACK FROST IRON WORKS INC		80.00
VENDOR CODE: LAKSEP LAKELAND SEPTIC SERVICE		
BANK CODE: 40208		
86134	2 HOLDING TANKS- LOFFREDO PARK	165.00
TOTAL BANK CODE: 40208		165.00
TOTAL VENDOR LAKSEP LAKELAND SEPTIC SERVICE		165.00
VENDOR CODE: MIDAMERI MID AMERICAN WATER		
BANK CODE: 40208		
262050W	1.5 IN REPAIR SLEEVE/ GRAND AVE	240.88
TOTAL BANK CODE: 40208		240.88
TOTAL VENDOR MIDAMERI MID AMERICAN WATER		240.88
VENDOR CODE: MISC-UB CRAIG/TIFFANY CAPPEL		
BANK CODE: 40208		
11/29/2023	UB Receipt Refund for Account #: 0599005	249.72
TOTAL BANK CODE: 40208		249.72
TOTAL VENDOR MISC-UB CRAIG/TIFFANY CAPPEL		249.72
VENDOR CODE: NACO NACO RETIREMENT SOLUTIONS		
BANK CODE: 40208		
NACO 11302023	PAY PERIOD 11/11-11/24/2023	3,050.38
TOTAL BANK CODE: 40208		3,050.38
TOTAL VENDOR NACO NACO RETIREMENT SOLUTIONS		3,050.38

11/29/2023 11:34 AM

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BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 4/5

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: NCPERS NCPERS GROUP LIFE INSURANCE		
BANK CODE: 40208		
4281122023	IMRF LIFE INSURANCE	32.00
TOTAL BANK CODE: 40208		32.00
TOTAL VENDOR NCPERS NCPERS GROUP LIFE INSURANCE		32.00
VENDOR CODE: OPTDIS OPTEC DISPLAYS, INC.		
BANK CODE: 40208		
INV2023-02653	DATA PLAN RENEWAL- 4GB MANSION SIGN	710.00
TOTAL BANK CODE: 40208		710.00
TOTAL VENDOR OPTDIS OPTEC DISPLAYS, INC.		710.00
VENDOR CODE: PITBOW PITNEY BOWES GLOBAL FINANCIAL SERVI		
BANK CODE: 40208		
3106379251	POSTAGE MACHINE RENTAL	164.31
TOTAL BANK CODE: 40208		164.31
TOTAL VENDOR PITBOW PITNEY BOWES GLOBAL FINANCIAL S		164.31
VENDOR CODE: REIINC REINDERS INC.		
BANK CODE: 40208		
2944875-00	LIGHTS	352.42
TOTAL BANK CODE: 40208		352.42
TOTAL VENDOR REIINC REINDERS INC.		352.42
VENDOR CODE: RYDDEC RYDIN DECAL		
BANK CODE: 40208		
PS-INV113837	2024 BUSINESS REGISTRATION STICKERS	761.45
TOTAL BANK CODE: 40208		761.45
TOTAL VENDOR RYDDEC RYDIN DECAL		761.45
VENDOR CODE: STA STANDARD INSURANCE COMPANY		
BANK CODE: 40208		
11292023-DENTAL	DENTAL INSURANCE- NOVEMBER 2023- 11/01/2	1,928.96
11292023-VISION	VISION INSURANCE- NOVEMBER 2023- 11/01/2	75.36
TOTAL BANK CODE: 40208		2,004.32
TOTAL VENDOR STA STANDARD INSURANCE COMPANY		2,004.32
VENDOR CODE: TECAME TECHSTAR AMERICA CORPORATION		
BANK CODE: 40208		
46990	TONER	14.20
TOTAL BANK CODE: 40208		14.20

11/29/2023 11:34 AM

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BOTH OPEN AND PAID

Page: 5/5

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: TECAME TECHSTAR AMERICA CORPORATION		
	TOTAL VENDOR TECAME TECHSTAR AMERICA CORPORATION	14.20
VENDOR CODE: TESASS TESKA ASSOCIATES, INC.		
BANK CODE: 40208		
13762	PLANNING/ REDWOOD	6,094.90
	TOTAL BANK CODE: 40208	6,094.90
	TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.	6,094.90
VENDOR CODE: THESTA THE STANDARD INSURANCE COMPANY RC		
BANK CODE: 40208		
11292023-LIFE INS	LIFE INSURANCE- NOVEMBER 2023	835.82
	TOTAL BANK CODE: 40208	835.82
	TOTAL VENDOR THESTA THE STANDARD INSURANCE COMPANY	835.82
VENDOR CODE: THOMDVO THOMAS DVORAK		
BANK CODE: 40208		
11212023	TRAINING PER DIAM	250.00
	TOTAL BANK CODE: 40208	250.00
	TOTAL VENDOR THOMDVO THOMAS DVORAK	250.00
VENDOR CODE: VILBUF VILLAGE OF BUFFALO GROVE		
BANK CODE: 40208		
2023-00000012	RAILROAD CROSSING SIGNS	130.00
	TOTAL BANK CODE: 40208	130.00
	TOTAL VENDOR VILBUF VILLAGE OF BUFFALO GROVE	130.00
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5616582-0	OFFICE SUPPLIES- PENS	32.07
	TOTAL BANK CODE: 40208	32.07
	TOTAL VENDOR WARDIR WAREHOUSE DIRECT	32.07
GRAND TOTAL:		79,789.06



**Board of Trustees
2024 Meeting Schedule**

<u>NAME</u>	<u>DATE</u>	<u>TIME</u>
COMMITTEE MEETING	JANUARY 8	7:00 P.M.
VILLAGE BOARD	JANUARY 16	7:00 P.M. (Tuesday)
VILLAGE BOARD	FEBRUARY 5	7:00 P.M.
COMMITTEE MEETING	FEBRUARY 12	5:00 P.M.
VILLAGE BOARD	FEBRUARY 20	7:00 P.M. (Tuesday)
VILLAGE BOARD	MARCH 4	7:00 P.M.
COMMITTEE MEETING	MARCH 11	5:00 P.M.
VILLAGE BOARD	MARCH 18	7:00 P.M.
VILLAGE BOARD	APRIL 1	7:00 P.M.
VILLAGE BOARD	APRIL 15	7:00 P.M.
VILLAGE BOARD	MAY 6	7:00 P.M.
VILLAGE BOARD	MAY 20	7:00 P.M.
VILLAGE BOARD	JUNE 3	7:00 P.M.
VILLAGE BOARD	JUNE 17	7:00 P.M.
COMMITTEE MEETING	JULY 8	7:00 P.M.
VILLAGE BOARD	JULY 15	7:00 P.M.
VILLAGE BOARD	AUGUST 5	7:00 P.M.
VILLAGE BOARD	AUGUST 19	7:00 P.M.
VILLAGE BOARD	SEPTEMBER 3	7:00 P.M. (Tuesday)
VILLAGE BOARD	SEPTEMBER 16	7:00 P.M.
VILLAGE BOARD	OCTOBER 7	7:00 P.M.
VILLAGE BOARD	OCTOBER 21	7:00 P.M.
VILLAGE BOARD	NOVEMBER 4	7:00 P.M.
VILLAGE BOARD	NOVEMBER 18	7:00 P.M.
VILLAGE BOARD	DECEMBER 2	7:00 P.M.
VILLAGE BOARD	DECEMBER 16	7:00 P.M.

All of the above meetings will be held in the Village Hall located at 65 Cedar Avenue,
Lake Villa, Illinois or via electronic means if permitted by the Opens Meeting Act.

11/03/23

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-12-01

AN ORDINANCE AMENDING THE
VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: Amendments to Chapter 14, “Administrative Adjudication System”,
of Title 1, “Administrative Regulations”)

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE VILLAGE OF LAKE VILLA

THIS ____ DAY OF _____, 20__

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 4th day of December, 2023.

AN ORDINANCE AMENDING THE
VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: Amendments to Chapter 14, “Administrative Adjudication System”,
of Title 1, “Administrative Regulations”)

WHEREAS, the Village of Lake Villa (“Village”) previously established by Village Ordinance a Code Hearing Department and an Administrative Adjudication system to adjudicate violations of the Village of Lake Villa Village Code; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the residents of the Village and the protection of the public health, safety, and welfare to amend the provisions of Chapter 14, “Administrative Adjudication System”, of Title 1, “Administrative Regulations”, by adopting 65 ILCS 5/1-2.1-1 as authorized by Public Act 103-260 effective January 1, 2024, all as set forth herein:

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

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

SECTION 2: Chapter 14, “Code Hearing Department/Administrative Adjudication System”, of Title 1, “Administrative Regulations”, of the Lake Villa Village Code is hereby deleted in its entirety, and a new Chapter 14, “Administrative Adjudication System”, shall be added, which new Chapter 14 shall read as follows:

“CHAPTER 14
ADMINISTRATIVE ADJUDICATION SYSTEM

1-14-1: ESTABLISHMENT OF ADMINISTRATIVE ADJUDICATION SYSTEM:

Pursuant to 65 Illinois Compiled Statutes 5/1-2.1-1 et seq., 65 Illinois Compiled Statutes 5/11-31.1-1, et seq., of the Illinois Municipal Code, and 625 Illinois Compiled Statutes 5/11-208.3, there is hereby established a “Code Hearing Department” as an Administrative Adjudication System for the Village of Lake Villa (“the Village”) (hereinafter, the “Lake Villa Administrative Adjudication System” or the “System”). The Village adopts the foregoing sections of the Illinois Compiled Statutes as they may be amended from time to time. Except as modified in Section 1-14-9 of this Chapter, the provisions of the above statutes shall otherwise prevail and control, except when inconsistent with the provisions of this Chapter. The Village of Lake Villa Administrative Adjudication System authorizes a Hearing Officer to adjudicate ordinance enforcement cases and other matters based upon this Village Code and the other ordinances of the Village. Except as expressly stated in this Chapter, the terms as used in this Chapter shall have the same meaning as ascribed by the Illinois Municipal Code.

1-14-2: PURPOSE:

The purpose of the System is to provide a process by which charges alleging violation(s) of the Village Code or of the other ordinances of the Village and other matters based upon said Village Code or other ordinances can be equitably and efficiently adjudicated by an Administrative Hearing Officer.

1-14-3: JURISDICTION:

Those matters subject to the System provided for by this Chapter are based on this Village Code or based on other ordinances of the Village, so long as the relief sought for any separate offense is neither a penalty of incarceration nor shall the total aggregate fine(s) imposed for any single violation exceed Fifty Thousand Dollars (\$50,000.00). The System shall have jurisdiction to adjudicate matters arising out of any provisions of this Village Code or the other ordinance(s) of this Village, except for any offense that is a traffic regulation governing the movement of vehicles and except for any offense or similar local ordinance which is a reportable offense under Section 6-204 of the Illinois Vehicle Code.

1-14-4: APPOINTMENT OF HEARING OFFICER:

The Mayor shall appoint a qualified attorney as the Village Administrative Hearing Officer (“the Hearing Officer”), in accordance with 65 Illinois Compiled Statutes 5/1-2.1-1 et seq., of the Illinois Municipal Code and this Chapter, which Hearing Officer may also act as the Hearing Officer for one or more other municipalities through an intergovernmental agreement. In the event of a vacancy in the office of the Hearing Officer of this Village exist, the Mayor may designate a hearing officer on an interim basis. The Mayor is also hereby authorized to appoint all other persons to hold the positions hereinafter set forth below, or more of the positions provided for herein, and compensation for each of the said positions shall be as approved by the Mayor and Board of Trustees.

1-14-5: REMEDIAL HEARING DATE MAY BE REQUIRED:

Notwithstanding any provisions of this Village Code to the contrary by which the prehearing settlement of a citation or notice to appear or a notice of violation (“initial charging document”) is authorized, any code official, enforcement officer or other agent of the Village may provide on the initial charging document that the in-person appearance of the defendant or respondent at an administrative hearing or in court shall be required if such code official, enforcement officer or other agent of the Village reasonably believes, based upon one or more prior offenses of the same or similar nature or other circumstances, that the appearance by the defendant(s) or respondent(s) is necessary and should be required to assure that the defendant(s) or respondent(s) thereafter take appropriate remedial measures to comply with the applicable provisions of this Code or of any other applicable ordinance(s) of the Village in a timely manner.

1-14-6: REMOTE OR VIRTUAL HEARINGS:

- A. Attendance: At the direction of the Mayor, or at the discretion of the Hearing Officer of the Village, in-person attendance at any Village of Lake Villa Administrative Adjudication hearing by any respondent(s) and/or defendant(s), by any Village officer(s), employee(s), and/or agent(s), by any witnesses, and/or by the Village Hearing Officer may not be required when and if such person(s) and/or his or her attorney arrange in advance with the Hearing Officer or his or her agent to participate electronically in such hearing, and the virtual or remote participation of all parties shall be by use of a telephone conference call and/or by an audio/video conferencing or meeting platform.
- B. Testimony: Any testimony may be taken under oath by means of such a conference call or by means of such an audio-video remote platform.
- C. Oaths and Execution of Other Documents: Any oaths of those testifying may be administered virtually or remotely to witnesses by the Hearing Officer, documents may be executed by any parties to the Administrative Adjudication proceeding electronically by the transmission of a fax or of a PDF of a signed document, which, when transmitted to or from the Hearing Officer, shall be deemed original document(s) for all purposes.
- D. Evidence: Evidence may be presented at any hearing by PDF or by video. A PDF copy of any documents proposed to be submitted as evidence at a virtual or remote Administrative Adjudication hearing shall be emailed to the Hearing Officer for the Village at an email address provided by the Village not less than twenty-four (24) hours before the scheduled date and time of the hearing and/or before any continued date and time for such hearing, although the Hearing Officer, at his or her discretion, may reduce this timing where the interests of justice, fairness, and/or equity so require.

1-14-7: ADMINISTRATIVE COMPOSITION:

- A. Hearing Officer:
 - 1. A hearing officer must be an attorney licensed to practice law in the State of Illinois and possess the statutory qualifications.

2. The hearing officer shall preside over all adjudicatory hearings and shall have the following powers and duties:
 - a. Preside at an administrative hearing called to determine whether or not a violation of this Code or other applicable Village ordinance exists;
 - b. Hear testimony and accept evidence that is relevant to the existence of a violation of this Code or other applicable Village ordinance;
 - c. Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
 - d. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;
 - e. Issue and execute a written finding and decision on a matter by entering an order stating whether or not the alleged violation exists; and
 - f. Impose penalties, sanctions or such other relief consistent with applicable provisions of this Code and assess costs upon finding a party liable for the charged violation, except however, that in no event shall the hearing officer have authority to impose a penalty of incarceration.

3. Prior to conducting administrative adjudication proceedings under this Chapter, the hearing officer shall have successfully completed a formal training program which includes the following:
 - a. Instruction on the rules of procedure of the administrative hearings over which the hearing officer shall preside;
 - b. Orientation to each subject area of the Code violations that he/she will adjudicate;
 - c. Observation of administrative hearings; and
 - d. Participation in hypothetical cases, including ruling on evidence and issuing final orders.

4. Additional Hearing Officer Discretion:
 - a. The Hearing Officer of the Village shall have the discretion to order one or more continuances of a case of any length in his or her discretion where such Hearing Officer determines that the interests of justice, fairness, and/or equity so require.
 - b. The fact that an offense has been remedied prior to the initial scheduled hearing date shall not be a defense to such a charge if one or more of the same defendant(s) or respondent(s) have received one or more prior citations for the same alleged violation(s) within the past twenty-four (24) months.

B. Administrative Hearings Supervisor:

The System shall be directed by an Administrative Hearings Supervisor, who shall be the Village Administrator, or his or her designee. The System is intended to expedite the prosecution and/or correction of Code violations subject to the jurisdiction of the System and adjudication of other matters which are based upon the Village Code and/or the other ordinances of the Village. The Administrative Hearings Supervisor is authorized to manage the Administrative Adjudication process consistent with the provisions of this Chapter and to

establish such additional rules and regulations as may be necessary for the effective operation of the System. The Village Administrator may also appoint other persons to assist with the Administrative Adjudication System provided for in this Chapter. The Administrative Hearings Supervisor is authorized and directed to:

1. Operate and manage the system of administrative adjudication of violations of this Code and any other Village ordinances as may be permitted by law.
2. Adopt, distribute, and process all notices as may be required under this Chapter or as may be reasonably required to carry out the purpose of this Chapter.
3. Collect monies paid as fines and/or penalties assessed after a final determination of liability.
4. Certify copies of final determinations of an ordinance violation adjudicated pursuant to this Chapter, and any factual reports verifying the final determination of any violation liability which was issued in accordance with this Chapter and the laws of the state of Illinois, including 625 Illinois Compiled Statutes (“ILCS”) 5/11-208.3, as from time to time amended.
5. Promulgate rules and regulations reasonably required to operate and maintain the Code Hearing Department and Administrative Adjudication System hereby created.
6. Collect unpaid fines and penalties through private collection and/or through attorneys engaged for such purposes and pursue all post-judgment remedies available to the extent provided by law.
7. Operate and maintain the Administrative Adjudication System of the Village, on a day to day basis, including, but not limited to:
 - a. Input of violation notice data and other relevant information.
 - b. Establish hearing dates and notice dates for proposed hearings.
 - c. Record fine and penalty assessment(s) and payments.
 - d. Issue payment receipts.
 - e. Issue all notice(s) of hearing dates and/or final determination of liability; issue notice of hearings relative to impoundment of vehicle(s); issue notice of impending driver's license suspension, in accordance with the provisions hereinafter set forth.
 - f. Keep accurate records of appearances and nonappearances of defendants and/or their counsel at administrative hearings, pleas entered, judgments entered, sanctions imposed, if any, fines and penalties assessed and paid.

1-14-8: NOTICE OF VIOLATION:

The Administrative Adjudication System for Village ordinance violation(s) authorized to be adjudicated hereunder shall be in accordance with the following procedures:

- A. Notice of any alleged violation of this Code or of any other Village ordinance, other than any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles, and except for any reportable offense under Section 6-204 of the Illinois Vehicle Code, will be issued by the persons authorized under this Chapter and will be in writing and shall contain information as set forth in Subsection D of this Section, and will be certified or sworn to by the individual issuing the notice of violation and constitute prima facie evidence of the alleged violation cited as hereinafter set forth.

- B. Any sworn police personnel, any community service officer, any Village inspector, any Village building officer, and/or the Mayor of the Village of Lake Villa, or the Mayor's designee, with Village Board approval, is hereby authorized to institute an administrative adjudication hearing by issuing a violation notice specifying the date, time and place of violation, the ordinance or ordinances violated, and the identification and signature of the person issuing the violation notice. In addition, the notice shall include the date and location of the hearing, the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.
- C. Any individual hereby authorized to issue notices of violation and who observes and/or is otherwise made aware of an ordinance violation authorized to be adjudicated under this Chapter or a violation of any section of any Village ordinance, may issue a notice of violation thereof and may make service thereof on the offending party as hereinafter set forth.
- D. The violation notice shall be in writing and may contain, but shall not be limited to, the following information:
 - 1. The name and address of the party violating the ordinance, if known.
 - 2. The date, time, and place of the violation (date of issuance).
 - 3. The section(s) of this Code and/or other Village ordinance allegedly violated, the type and nature of the violation.
 - 4. Vehicle make and state registration number (if applicable).
 - 5. The penalty which may be assessed for failure to appear.
 - 6. The names and witnesses of the violation.
 - 7. The signature and identification number of the person issuing the notice.
 - 8. The docket number, date, and location of the adjudicating hearing of ordinance violations, if applicable.
- E. The initial date of the hearing shall not be less than fifteen (15) days after the notice of the alleged violation is served.

1-14-9: SERVICE AND NOTICE OF HEARING:

- A. Service of any notice of violation may be made by the person issuing such notice:
 - 1. In the case of violation of Title 7, "Motor Vehicles and Traffic", of this Code (the "Village Motor Vehicle Code"), service may be made by:
 - a. Affixing the original or a facsimile of the notice to an unlawfully standing or parked vehicle, unstickered vehicle, or vehicle violating any compliance regulation;
 - b. Handing the notice to the registered owner, operator, or lessee of the vehicle, if present; or
 - c. Handing the notice to a person responsible for the ordinance violation(s) or leaving a copy of the notice with any person thirteen (13) years of age or older at the residence of such a person responsible for the ordinance violation(s).
 - d. Mailing the notice by first class mail and/or by certified mail, return receipt requested, to the person responsible for the ordinance violation, if known, or to the

vehicle owner, if known, along with a summons commanding the individual to appear at the hearing.

2. In the case of violation of the Village's Building Codes, service shall be made by:
 - a. Mailing such notice by first class mail and/or by certified mail, return receipt requested, to one or more of the owner(s) or occupant(s) of the property, along with a summons commanding or citation requiring such person(s) to appear at the hearing;
 - b. If the name of the owner(s) or occupant(s) of the property cannot be ascertained or if service on such person(s) cannot be made by mail, service may be made on such person(s) by posting or affixing a copy of the notice on the front door of the structure where the violation has been identified, not less than fifteen (15) days before the hearing is scheduled.
 3. In the case of any ordinance violation other than a violation of the Village's Motor Vehicle Code or Building Codes, service may be made by:
 - a. Handing the notice to the person responsible for the ordinance violation;
 - b. Handing the notice to a person responsible for the ordinance violation(s) or leaving a copy of the notice with any person thirteen (13) years of age or older at the residence of such a person responsible for the ordinance violation(s);
 - c. Mailing the notice by first class mail and/or by certified mail, return receipt requested, to the person responsible for the ordinance violation; or
 - d. Posting the notice upon the property where the violation is found when the person is the owner or manager of the property.
- B. The correctness of facts contained in any violation notice may be verified by the person issuing said notice by:
1. Signing his/her name to the notice at the time of issuance; or
 2. In the case of a notice produced by a computer device, by signing a single certificate, to be kept by the Administrative Hearings Supervisor, attesting to the correctness of all notices produced by the device while under his or her control.
- C. The original or a facsimile of the violation notice shall be retained by the Administrative Hearings Supervisor and kept as a record in the ordinary course of business.
- D. Any violation notice issued, signed, and served in accordance herewith, or a copy of the notice, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the notice.

1-14-10: ADMINISTRATIVE HEARINGS:

- A. Purposes: An administrative hearing shall be granted for the following purposes:
1. To adjudicate any alleged ordinance violation on its merits; and/or

2. To contest the applicability of an administrative fee for towing and impoundment imposed pursuant to this Code. The hearing shall be granted to the registered owner or operator of the cited vehicle, pursuant to 625 Illinois Compiled Statutes 5/11-208.3, or the lessee of the cited vehicle, 625 Illinois Compiled Statutes 5/11-1306, incorporated herein by reference, and at the date, time and place as is set forth by the Administrative Hearings Supervisor and served upon the registered owner, operator, or lessee for hearings contesting the validity of notices of impending imposition of impoundment fee(s).
- B. Recording of Hearing: All administrative hearings shall be recorded by audiotape and shall culminate in a determination of liability or nonliability, made by the hearing officer, who shall consider facts and/or testimony without the application of the formal or technical rules of evidence. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
 - C. Fines: The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with Section 1-14-14 of this Chapter.
 - D. Counsel: Persons appearing to contest the alleged violation on its merits may be represented by counsel at their own expense.
 - E. Burden Of Proof: The burden of proof shall be on the alleged offender or respondent to refute the prima facie case set forth in the verified notice of violation.
 - F. Subpoenas:
 1. Issuance: All subpoenas shall be issued only upon application and approval by the administrative hearing officer after a determination by the administrative hearing officer as to whether the requested testimony of the witnesses or the documents or items sought by the subpoena are necessary to present evidence that is relevant to the case and relates to a contested issue in the case.
 2. Content: A subpoena issued under this Chapter shall identify:
 - a. The person to whom it is directed;
 - b. The documents or other items sought by the subpoena, if any;
 - c. The date for the appearance of the witness and the production of the documents or other items described in the subpoena;
 - d. The time for the appearance of the witness and the production of the documents or other items described in the subpoena; and
 - e. The place for the appearance of the witness and the production of the documents or other items described in the subpoena.
 3. Appearance: In no event shall the date identified for the appearance of a witness or the production of documents or other items be less than seven (7) days after service of the subpoena.
 4. Contesting the Subpoena: Within three (3) business days of being served with a subpoena issued in accordance with this Chapter, the recipient of the subpoena may contest the order authorizing the issuance of the subpoena to the administrative hearing officer, setting forth in detail the recipient's objections to the subpoena. Upon receipt of

the contest to the subpoena, the administrative hearing officer shall review the objections and, upon review, enter the appropriate order.

G. Hearings and Evidence:

1. At the hearing, a hearing officer shall preside, shall hear testimony and shall accept any evidence relevant to the existence or nonexistence of a violation of this Code. The strict rules of evidence applicable to judicial proceedings shall not apply to hearings authorized by this Chapter.
2. The case for the Village may be presented by an attorney designated by the Mayor or by any other Village officer or employee. The case for the alleged violator or respondent may be presented by the alleged violator or by his or her attorney.
3. In lieu of presenting testimony in person, a person may provide written testimony under oath and duly notarized which testimony shall be accepted by the hearing officer if received before the hearing date.
4. If on the date set for hearing the alleged violator or respondent or his or her attorney fails to appear or present evidence, the hearing officer may find the alleged violator or respondent in default and may proceed with the hearing and accept evidence relevant to the existence of a Code violation.
5. Upon finding the alleged violator or respondent in default, the Administrative Hearings Supervisor shall send or cause to be sent notices by first class mail, postage prepaid to the violator who received the notice of an ordinance violation, the registered owner or operator of the cited vehicle at the address as recorded with the Secretary of State, and shall be sent to the lessee of the cited vehicle at the address last known to the lessor of the cited vehicle at the time of the lease. Service of notices sent in accordance herewith shall be complete as of the date of deposit in the United States mail.

1-14-11: FINAL DETERMINATION OF LIABILITY:

- A. Failure To Pay: A final determination of liability shall occur following a defendant's failure to pay the fine or penalty imposed after the hearing officer's determination of liability and the exhaustion of, or the failure to exhaust, any administrative review procedures hereinafter set forth.
- B. Failure To Appear: Where a respondent and/or his or her counsel fails to appear at the administrative hearing to contest the alleged violation on the date and at the time and place specified in a prior served or mailed notice as provided by this Chapter, the hearing officer's determination of liability shall become final either upon a denial of a timely filed petition to set aside that determination or upon the expiration of the period for filing such a petition without a filing having been made, as provided below.
- C. Notice of Failure to Appear: Upon failure of the person receiving a notice of a violation of a Village ordinance, to appear at the time and date designated for a hearing, or, in the case of a violation of the Village Code relative to motor vehicles, the registered owner, operator, or lessee of the cited vehicle (sometimes hereinafter referred to as the "cited vehicle"), to pay the fine in full as stated on said notice, the Administrative Hearings Supervisor shall send or cause to be sent notice of such failure by first class mail, postage prepaid to the person to whom the notice of an ordinance violation was addressed; or, in the case of the violation of the Village

Code related to motor vehicles, the registered owner or operator of the cited vehicle at the address as is recorded with the Secretary of State, and shall be sent to the lessee of the cited vehicle at the address last known to the lessor of the cited vehicle at the time of the lease. Service of notices sent in accordance herewith shall be complete as of the date of deposit in the United States mail.

- D. Notice of Further Hearing For Failure To Pay Fine(s) and/or Cost(s) or To Contest Validity of Notice of Imposition of Impoundment Fee(s): Upon the failure of the person receiving notice of an ordinance violation or, in the case of a notice of a violation of the Village Code related to a motor vehicle, the registered owner, operator, or lessee of the cited vehicle to pay in full the fine imposed by the hearing officer at an administrative adjudication hearing, at which said person failed to appear, as stated on said notice, a further notice shall be sent, in the manner as set forth above, and shall contain, but not be limited to, the following information:

1. Date and location of violation cited in the violation notice.
2. Particular ordinance, and section thereof, if applicable, violated.
3. Vehicle make and state registration number (if applicable).
4. Fine and any penalty that may be assessed for late payment.
5. A section entitled "Notice of Hearing" which shall clearly set forth that the person receiving a notice of ordinance violation, in the case of a violation of the Village Code relative to a motor vehicle, or the registered owner, operator, or lessee, may appear at an administrative hearing to contest the applicability of an administrative fee for towing and impoundment of a vehicle, on the date and at the time and place as specified in the notice of hearing.
6. Date, time, and place of the administrative hearing at which the alleged violation may be contested on its merits.
7. Statement that failure to either pay the fine and any applicable penalty or failure to appear at the hearing on its merits on the date and at the time and place specified will result in a final determination of liability for the "cited" violation in the amount of the fine and penalty indicated.
8. Statement that upon the occurrence of a final determination of liability for the failure, and the exhaustion of, or the failure to exhaust, available administrative or judicial procedures for review, any unpaid fine or penalty will constitute a debt due and owing the Village.

- E. Notice of Final Determination of Liability: A notice of final determination of liability shall be mailed via regular mail and/or via certified mail, return receipt requested, to the person(s) named in the violation notice at such person's last known address following the conclusion of an administrative hearing after the final determination of liability is made, as is hereinafter set forth, and shall contain, but not be limited to, the following information:

1. The hearing officer's findings of fact.
2. A decision of whether or not a Code violation exists based upon the findings of fact.
3. A statement that the unpaid fine and any penalty assessed is a debt due and owing the Village.
4. A statement setting forth any sanction ordered or costs imposed which costs are debts due and owing the Village.

5. A warning that failure to pay the fine and any penalty due and owing the Village within the time specified may result in the Village's initiation of collection procedures.
 6. Any other warning of possible impoundment as permitted by law or ordinance.
- F. **Petition For New Hearing:** A hearing officer may set aside and vacate any determination of liability and/or judgment entered by default and set a new hearing date upon a petition filed within thirty-five (35) days after the issuance of the order of default if the hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the Village did not provide proper service of process.
- G. **Findings, Decision and Order:**
1. **Determination By Hearing Officer:** At the conclusion of the hearing, the hearing officer shall make a determination on the basis of the evidence presented at the hearing as to whether or not a Code violation exists. The determination shall be in writing and shall be designated as the findings, decision and order. The findings, decision and order shall include:
 - a. The hearing officer's findings of fact;
 - b. A decision of whether or not a Code violation exists based upon the findings of fact;
 - c. An order that states the sanction or dismisses the case if a violation is not proven; and
 - d. A monetary sanction and/or any other sanction for a violation under this Chapter including fees and costs.
 2. **Copy of Findings:** A copy of the findings, decision and order will be served on the defendant and violator after it is issued. Service of the findings, decision and order shall be by first class mail as provided for instituting Code hearing proceedings. Payment of any penalty or fine and the disposition of fine money shall be in the same manner as otherwise set forth in this Code.
 3. **Debt Due To Village:** The fines, penalties, fees and costs contained in this order are a debt due and owing the Village of Lake Villa and said total must be paid within thirty-five (35) days of the date the order is issued by the administrative hearing officer.
 4. **Final Orders:** The order of the administrative hearing officer becomes final thirty-five (35) days following entry of the order or thirty-five (35) days from a denial of a timely filed petition to set aside the hearing officer's decision, whichever occurs last.
 5. **Payment:** All fines and other monies paid to the Village in accordance with this Section shall be remitted to the Village and deposited in the appropriate Village account as designated by the Village Treasurer.
 6. **Petition To Set Aside Determination:** A petition to set aside the order of the administrative hearing officer must be filed within thirty-five (35) days of entry of the administrative hearing officer's order. The petition shall be filed in the Village Administrator's office. The administrative hearing officer shall set a briefing schedule and hearing date. The grounds for the petition are limited to the following:

- a. Lack of proper service;
 - b. The person not having been the owner or lessee of the property cited on the date the violation notice was issued;
 - c. The order is against the manifest weight of the evidence, or that new evidence unknown to and unavailable to a party on the date of the hearing will materially affect the order of the hearing officer; or
 - d. Excusable failure to appear at the hearing or request a new date for a hearing.
- In the event the determination is set aside upon a showing of just cause, the hearing officer shall set a hearing on the merits for that violation at the earliest available date convenient to all parties.
7. Violations of Orders: Any person, having received notice and an opportunity for a hearing as provided in this Chapter who knowingly fails to pay a fine or otherwise fails to comply with an order issued by an administrative hearing officer under this Chapter, including the issuance of a subpoena, shall, if the order is not stayed by a court of competent jurisdiction prior to its effective date, be punishable by a fine not less than two hundred fifty dollars (\$250.00) per day per violation and not more than seven hundred fifty dollars (\$750.00) per day per violation. Each day that the violation continues shall be considered a separate and distinct offense. In a prosecution under this provision, it shall not be a defense that a person came into compliance with an order, sought judicial review of it or made efforts to comply with an order, subsequent to its effective date.

1-14-12: DEBT DUE VILLAGE; JUDICIAL REVIEW:

- A. Any order to comply, or for a fine, other sanction or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid or uncompleted after the exhaustion of, or the failure to exhaust, judicial review procedures under the administrative review law shall be a debt due and owing the Village and, as such may be collected and enforced in accordance with applicable law.
- B. Any final decision by a hearing officer that a Code violation does or does not exist shall constitute a final determination for purposes of judicial review under the Illinois administrative review law.

1-14-13: ENFORCEMENT OF JUDGMENT:

- A. Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of, or the failure to exhaust, judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the Village and may be collected in accordance with applicable law.
 - 1. The court shall render judgment in favor of the Village and against the respondent for the amount indicated in the findings, decision and order, plus fees and costs. The judgment shall have the same effect and may be enforced in the same manner as other judgments for the recovery of money.
 - 2. The court may also issue any other orders that are requested by the Village to enforce the order of the hearing officer to correct a Code violation.

- B. If a respondent fails to pay within a prescribed period of time any fine(s), sanction(s), and/or other costs due and owing the Village as a result of administrative adjudication of a matter, the Village shall be and is hereby authorized to record a lien for any such costs on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the Village under this Chapter. The lien may be recorded and enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction. No lien may be enforced under this Chapter until it has been recorded.

1-14-14: FINES AND PENALTIES:

- A. Fines and penalties shall be imposed by the hearing officer in accordance with the specific provisions in Subsection D of this Section, or where no fine or penalty is otherwise specifically provided for in this Code, the hearing officer shall impose a mandatory minimum daily fine or penalty of not less than One Hundred Dollars (\$100.00) per offense per day nor more than Seven Hundred Fifty Dollars (\$750.00) per offense per day, and each day a violation has existed or continues to exist shall be a separate offense and subject to the aforesaid mandatory minimum fine. In no case shall the aggregate fine(s) imposed for any single violation exceed Fifty Thousand Dollars (\$50,000.00), but this limitation shall not apply to cases brought to enforce the collection of any tax imposed by the Village.
- B. The fines and penalties applicable to notices of violations issued through the Village's Administrative Adjudication System and matters heard by the Hearing Officer shall be as set forth in this Section 1-14-14 of this Title. Unless waived by the Hearing Officer, at his or her sole discretion for good cause shown, costs as determined by the Hearing Officer at his or her sole discretion, and/or any late charge as may be established by the Corporate Authorities of the Village from time to time, shall be added to any fine(s) and/or other applicable charge(s) imposed by the Hearing Officer which are not paid within thirty-five (35) days after a copy of the Hearing Officer's order, decision and a notice of liability for fine(s) has been served in person or by regular U.S. mail on the defendant or the respondent, but any such late payment charge shall not be applicable in the event that: 1) if the defendant or respondent files a timely complaint for Administrative Review in the Circuit Court of the County where the Office of the Village Clerk is located, or 2) if the notice of liability for fine(s) against the defendant or respondent is vacated by the Hearing Officer or the Circuit Court.
- C. As part of the disposition of any notice of violation, the Hearing Officer shall be authorized to enter an order of supervision and, in addition to other applicable penalties and charges, may order the defendant or the respondent to perform community service and/or to participate in remedial classes or counseling.
- D. The minimum daily fines and penalties applicable to specific violations or findings of liability pursuant to this Chapter shall be as follows, and each day a violation occurs or continues to exist shall be a separate offense:

TITLE 3, BUSINESS REGULATIONS

Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter 1, Business Registration	\$200.00	\$400.00	\$750.00
Chapter 3, Amusements; Amusement Devices	200.00	400.00	750.00
Chapter 4, Amusement Parks	200.00	400.00	750.00
Chapter 5, Auctions, Auctioneers	200.00	400.00	750.00
Chapter 6, Vending Machines	200.00	400.00	750.00
Chapter 7, Massage Establishments; Services	200.00	400.00	750.00
Chapter 8, Liquor Regulations	200.00	400.00	750.00
Chapter 9, Solicitors	200.00	400.00	750.00
Chapter 10, Cable And Video Service Provider And PEG Access Support Fees And Consumer Protection	200.00	400.00	750.00
Chapter 11, Taxicabs Regulated	200.00	400.00	750.00
Chapter 12, Garage Sales	100.00	250.00	750.00
Chapter 13, Simplified Municipal Telecommunications Tax	200.00	400.00	750.00
Chapter 14, Elevators	200.00	400.00	750.00
Chapter 15, Solid Waste Disposal	100.00	250.00	500.00
Chapter 16, Raffles	200.00	400.00	750.00
Chapter 17, Locally Imposed And Administered Tax Rights And Responsibilities	200.00	400.00	750.00
Chapter 18, Municipal Gas Utility Tax	200.00	400.00	750.00
Chapter 19, Municipal Electric Utility Tax	200.00	400.00	750.00
Chapter 20, Video Gaming Terminals	200.00	400.00	750.00

TITLE 4, PUBLIC HEALTH AND SAFETY

Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter 1, Nuisances, except that violations of this chapter may be compromised and settled by the prepayment of a fine of \$30.00 per violation prior to the initial hearing	\$200.00	\$400.00	\$750.00
Chapter 3, Outdoor Burning Regulated, except that violations of this Chapter may be compromised and settled by the prepayment of a fine of \$30.00 per violation prior to the initial hearing	200.00	400.00	750.00
Chapter 4, Dumping In Lakes Prohibited	200.00	400.00	750.00

Chapter 5, Waterfowl Blind Regulations	200.00	400.00	750.00
Chapter 6, Watershed Development And Site Development Regulations	200.00	400.00	750.00
Chapter 7, Aerators	200.00	400.00	750.00
Chapter 8, Restrictions On The Outside Use Of Water	100.00	250.00	500.00
Chapter 9, Prohibited Noises	200.00	400.00	750.00
Chapter 10, Lake Villa Smoke Free Illinois Act Regulations	200.00	400.00	750.00
Chapter 11, Hazardous Material Spiller Pays Regulations	200.00	400.00	750.00

TITLE 5, PUBLIC PROPERTIES AND UTILITIES

Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter 1, Streets And Sidewalks	\$200.00	\$400.00	\$750.00
Chapter 2, Parks And Recreation Areas, except that violations of this Chapter may be compromised and settled by the prepayment of a fine of \$50.00 per violation prior to the initial hearing	100.00	250.00	750.00
Chapter 3, Public Improvements; Design And Construction	200.00	400.00	750.00
Chapter 4, Combined Waterworks And Sewer System Regulations	200.00	400.00	750.00
Chapter 5, Private Sewage Disposal	200.00	400.00	750.00
Chapter 6, Water Well Code	200.00	400.00	750.00
Chapter 7, Cross Connections Regulated	200.00	400.00	750.00
Chapter 7A, Well Abandonment	200.00	400.00	750.00
Chapter 8, Peddling Prohibited	200.00	400.00	750.00
Chapter 9, Utility Relocation	200.00	400.00	750.00
Chapter 10, Construction Of Utility Facilities In Rights Of Way	200.00	400.00	750.00
Chapter 11, Detention Ponds And Drainage Easements	200.00	400.00	750.00
Chapter 12, Utility Easements	200.00	400.00	750.00

TITLE 6, POLICE REGULATIONS

Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter/Section	1st Offense	2nd Offense	3rd Offense And Thereafter
Chapter 2, Criminal Code, Offenses:			
6-2-1, Disturbing The Peace, Noise	\$100.00	\$250.00	\$750.00
6-2-2, Bodily Harm	100.00	250.00	750.00

6-2-3, Offenses Involving Property	100.00	250.00	750.00
6-2-4, Gambling	100.00	250.00	750.00
6-2-5, Interference With Public Officers	100.00	250.00	750.00
6-2-6, Disorderly Conduct	100.00	250.00	750.00
6-2-7, Loitering	100.00	250.00	750.00
6-2-8, Minors, Offenses Involving	100.00	250.00	750.00
6-2-9, Sex Offenses	100.00	250.00	750.00
6-2-10, Firearms	100.00	250.00	750.00
6-2-11, Possession Of Marijuana	100.00	250.00	750.00
6-2-12, Inchoate Offenses	100.00	250.00	750.00
6-2-13, Delivery And Possession Of Alcohol	100.00	250.00	750.00
6-2-14, Tobacco Products And Alternative Nicotine Products	100.00	250.00	750.00
6-2-15, Possession Or Discharge Of Fireworks Prohibited	100.00	250.00	750.00
6-2-16, Public Intoxication	100.00	250.00	750.00
6-2-17, Possession Of Drug Paraphernalia	100.00	250.00	750.00
6-2-18, Consumption Or Possession Of Alcohol On Public Property	100.00	250.00	750.00
6-2-19, Truancy	50.00	100.00	250.00
6-2-20, Social Hosting Regulations	250.00	500.00	750.00
Chapter 3, Animals, except that violations of any of the following sections or subsections of this Chapter may be compromised and settled by the payment of a fine of \$30.00 per violation prior to the initial hearing: section 6-3-1 and subsections 6-3-2D, E, F, and G	100.00	250.00	500.00
Chapter 4, Aircraft	200.00	500.00	750.00
Chapter 5, False Alarms, Fines	100.00	250.00	500.00
Chapter 5, False Alarms, Service Charges: The service charge(s) to be paid to the Village for any false alarm(s) pursuant to section 6-5-2 shall be as follows:			
False alarms 1 through 3 in any calendar year: No charge			
False alarms 4 and 5 in any calendar year: \$50.00 service charge per false alarm			
False alarms 6 and thereafter in any calendar year: \$100.00 service charge per false alarm			

TITLE 7, MOTOR VEHICLES AND TRAFFIC

Chapter/Section	1st Offense	2nd Offense	3rd Offense	4th Offense And Thereafter
Chapter 1, Traffic Regulations: Any violation of chapter 1, Traffic Regulations, except any offense of a traffic	\$100.00	\$250.00	\$500.00	\$750.00

regulation governing the movement of vehicles, and except for any offense or similar local ordinance violation which is a reportable offense under section 6-204 of the Illinois vehicle code				
Chapter 2, Parking; Stopping; Standing: Any violation of chapter 2, Parking; Stopping; Standing, except that any violation of chapter 2 may be settled and compromised by the prepayment of a fine of \$30.00 per violation prior to the initial hearing date (with the exception of any violation of section 7-2-11, Handicapped Parking Area Restrictions, and with the exception of any violation for unauthorized parking in any area designated as a fire lane)	50.00	50.00	50.00	50.00
Section 7-2-11, Handicapped Parking Area Restrictions, and any violation for unauthorized parking in any area designated as a fire lane	250.00	500.00	750.00	750.00
Chapter 4, Motor Vehicle Licensing	50.00	100.00	250.00	500.00
Chapter 6, Motor Vehicle Towing And Impoundment, Fines	200.00	500.00	750.00	750.00
Chapter 6, Motor Vehicle Towing And Impoundment, Administrative Fee(s)	150.00	150.00	150.00	150.00

TITLE 8, BUILDING REGULATIONS

Chapter/Section	1st Offense	2nd Offense	3rd Offense	4th Offense And Thereafter
Any violation of title 8, Building Regulations	\$200.00	\$500.00	\$750.00	\$750.00

TITLE 10, ZONING REGULATIONS

Chapter/Section	1st Offense	2nd Offense	3rd Offense	4th Offense And Thereafter
Chapter 11, Zoning Code	\$100.00	\$500.00	\$750.00	\$750.00

TITLE 11, SUBDIVISION REGULATIONS

Chapter/Section	1st Offense	2nd Offense	3rd Offense	4th Offense And Thereafter
Chapter 1, Subdivision Regulations	\$200.00	\$250.00	\$500.00	\$750.00

The fine for other offenses not enumerated above shall be not less than Two Hundred Fifty Dollars (\$250.00) per offense per day and not more than Seven Hundred Fifty Dollars (\$750.00) per offense per day, and each day a violation has existed or continues to exist shall be a separate offense and subject to such mandatory minimum daily fine(s).”

SECTION 4: 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 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”, 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 errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 6: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: This Ordinance shall not affect any prosecution pending or any penalty, punishment, forfeiture incurred, cause of action, or rights, powers, or remedies accrued under any ordinance in effect immediately prior to the effective date hereof.

SECTION 8: This Ordinance shall be published in pamphlet form and shall be in full force and effect on January 1, 2024 from and after its passage, approval and publication as provided by law.

SECTION 9: The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

Passed by the Corporate Authorities on December 4, 2023 on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on December 4, 2023.

James McDonald
Mayor, Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

PUBLISHED IN PAMPHLET FORM THIS 4TH DAY OF DECEMBER, 2023.

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-12-02

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF LAKE VILLA AND TED NIELSEN
1969 ENTERPRISES, LLC

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS 4TH DAY OF DECEMBER, 2023

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 4th day of December, 2023.

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF LAKE VILLA AND TED NIELSEN
1969 ENTERPRISES, LLC

WHEREAS, the Village of Lake Villa, Lake County, Illinois (the “Village”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the “TIF Act”) in order to stimulate and induce development and redevelopment pursuant to the TIF Act, the President and Board of Trustees of the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 22nd day of June, 2016, pursuant to Ordinance Nos. 2016-06-01, 2016-06-02 and 2016-06-03, approved a Redevelopment Plan & Program (the “Redevelopment Plan”) for an area designated as the Downtown Tax Increment Financing District (the “Project Area”), and adopted tax increment financing for the payment and financing of “Redevelopment Project Costs”, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; and

WHEREAS, Ted Nielsen, 1969 Enterprises, LLC (the “Developer”) submitted a proposal to the Village to acquire the property commonly known as 0 Park Avenue (the “Subject Property”) and construct the infrastructure including extension of utilities necessary to serve the Subject Property, remediation of all environmental issues and undertake the site preparation (the “Infrastructure Project”) in order to construct a commercial structure with approximately 10,000 square feet (the “Project”) which shall require an investment by the Developer of approximately \$1,570,000 to construct the Infrastructure Project; and

WHEREAS, the Developer advised the Village that its proposal was contingent upon financial assistance to undertake the Infrastructure Project and the Project and requested the Village to use “Incremental Taxes”, as hereinafter defined, to be generated from the Subject Property to reimburse the Developer for certain costs as permitted by the TIF Act for the Infrastructure Project; and

WHEREAS, the Village believes the development of the Subject Property as the Developer has proposed would enhance the Project Area and would eliminate the blight factors found within the Project Area; increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its residents; and, therefore, is prepared to reimburse the Developer for certain eligible “redevelopment project costs”, as defined in the TIF Act, pursuant to the terms of the Redevelopment Agreement attached hereto.

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

Section 1. That the Redevelopment Agreement by and between the Village of Lake Villa, Lake County, Illinois and Ted Nielsen 1969 Enterprises, LLC, an Illinois limited liability company, attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of said Agreement on behalf of the Village.

Section 2. This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the Corporate Authorities on December 4, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on December 4, 2023.

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

PUBLISHED IN PAMPHLET FORM THIS 4TH DAY OF DECEMBER, 2023.

EXHIBIT A

REDEVELOPMENT AGREEMENT

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF LAKE VILLA AND TED NIELSEN 1969 ENTERPRISES, LLC**

THIS REDEVELOPMENT AGREEMENT (“*Agreement*”) is entered into as of the _____ day of _____, 2023 (“*Effective Date*”) by and between the Village of Lake Villa, Lake County, Illinois, an Illinois municipal corporation (“*Village*”) and Ted Nielsen 1969 Enterprises, LLC, an Illinois limited liability company (the “*Developer*”).

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village and Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The Village is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State.

1.2 The Village is engaged in the revitalization and development of its light industrial properties along Park Avenue and includes the property commonly known as 0 Park Avenue identified by Parcel No. 06-04-107-005 (the “*Subject Property*”).

1.3 The Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these goals.

1.4 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) are empowered to undertake the development or the redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as such terms are defined in the TIF Act.

1.5 To stimulate and induce development and redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 22nd day of June, 2016, pursuant to Ordinance Nos. 2016-06-01, 2016-06-02 and 2016-06-03, approved a Redevelopment Plan & Program (the “*Redevelopment Plan*”) for an area designated as the Downtown Tax Increment Financing District (the “*Project Area*”) which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of “*Redevelopment Project Costs*”, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.

1.6 The Developer has submitted a proposal to the Village to acquire the Subject Property and construct the infrastructure including extension of utilities necessary to serve the Subject Property, remediation of all environmental issues and undertake the site preparation (the “*Infrastructure Project*”) in order to construct a commercial structure with approximately 10,000

square feet (the “*Project*”) which shall require an investment by the Developer of approximately \$1,570,000 to construct the Infrastructure Project.

1.7 The Developer advised the Village that its proposal was contingent upon financial assistance to acquire the Subject Property and undertake the Project and requested the Village to use “Incremental Taxes”, as hereinafter defined, to be generated from the Subject Property to reimburse the Developer for certain costs as permitted by the TIF Act for the Infrastructure Project.

1.8 The Village believes the development of the Subject Property as the Developer has proposed would enhance the Project Area and would eliminate the blight factors found within the Project Area; increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its residents; and, therefore, is prepared to reimburse the Developer for certain eligible “redevelopment project costs”, as hereinafter defined, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

1.9 For purposes of this Agreement, “*Incremental Taxes*” shall mean the amount of ad valorem taxes attributable to the increase in the equalized assessed value of the property within the Project Area over the initial equalized assessed value of the property in the Project Area as established by the Lake County Assessor as of the designation of the Project Area.

1.10 For purposes of this Agreement, “*Redevelopment Project Costs*” shall mean and include all costs and expenses as defined as “redevelopment project costs” in Section 11-74.4.3(q) of the TIF Act.

ARTICLE 2: OBLIGATIONS OF THE DEVELOPER

2.1 The Developer covenants that it shall have acquired the Subject Property on or before March 31, 2024.

2.2 On or before March 31, 2024, the Developer covenants and agrees to submit to the Village proof of financing in an amount sufficient to construct both the Infrastructure Project and the Project.

2.3 On or before May 1, 2024, the Developer covenants and agrees to have received all required approvals and permits to construct the Infrastructure Project and the Project and to commence construction of the Infrastructure Project on or before May 31, 2024.

2.4 On or before December 31, 2024, the Developer covenants and agrees to complete construction of the Infrastructure Project and commenced construction of the Project and on or before December 31, 2025 have obtained a certificate of occupancy for the approximately 10,000 square foot building comprising the Project.

2.5 Upon completion of the Infrastructure Project, the Developer shall submit such paid bills, invoices, or receipts to evidence that the Developer has invested \$1,570,000 in order to construct the Infrastructure Project. Upon commencement of construction of the Project, the Developer shall be eligible for reimbursement of \$75,000 as provided in Article 3.

2.6 The Developer agrees not to convey the Subject Property without prior notice to the Village.

ARTICLE 3: VILLAGE OBLIGATIONS

So long as no notice of an event of default has been issued pursuant to Article 6 hereof and remains outstanding and this Agreement remains in full force and effect, the Village shall reimburse the Developer for Redevelopment Project Costs incurred in connection with the Infrastructure Project as follows:

- (a) Following the issuance of all approvals and permits for both the Infrastructure Project and the Project, the Village shall reimburse the Developer \$50,000 for Redevelopment Project Costs as itemized in *Exhibit A* attached hereto.
- (b) Following the commencement of construction of the Project, the Village shall reimburse the Developer an additional \$75,000 for said Redevelopment Project Costs.
- (c) Upon completion of the Infrastructure Project and issuance of a certificate of occupancy for the Project, the Village shall reimburse the Developer from the revenues hereinafter identified, an amount equal to the lesser of (i) twenty-five percent (25%) of the total cost of the Infrastructure Project, or (ii) \$392,000 of which \$125,000 has been paid, in accordance with the procedures hereinafter set forth.

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

4.1 The Village has established a special tax allocation fund solely for the Project Area (the “STAF”) into which the Village shall deposit Incremental Taxes, as hereinafter defined, generated from the Project Area which shall be annually used to reimburse the Developer as provided in Article 3 above.

4.2 So long as no notice of default has been issued and remains outstanding as provided in Section 7 hereof, December 1 following the day of the issuance of a Certificate of Occupancy for the Project has been issued and each December 1 of each year thereafter during the term of this Agreement, fifty percent (50%) of the Incremental Taxes with respect to the Subject Property, shall be transferred from the STAF and deposited into the Nielsen Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used to reimburse the Developer for the costs of the Infrastructure Project which are eligible “Redevelopment Project Costs”, as defined above, in a total amount not to exceed the lesser of (i) twenty-five percent (25%) of the total Infrastructure Project Costs; or, (ii) \$392,000, less \$75,000 which has been paid, until the first to occur: (i) the Developer has been reimbursed; or, (ii) December 31, 2046.

4.3 THE VILLAGE’S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE NIELSEN SUB-ACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 Developer's Representations Warranties and Covenants. To induce the Village to enter into this Agreement, the Developer represents, covenants, warrants, and agrees that:

- (a) Recitals. All representations and agreements made in Article 1 are true, complete, and accurate in all respects.
- (b) Maintain the Subject Property. The Subject Property, upon completion of Phase 1 of the Project, shall be maintained in accordance with all applicable Village codes and other laws.
- (c) Payment of Taxes and Other Fees. All fees, fines, utility bills and taxes due from Developer to the Village, State of Illinois, federal government and all taxing districts having the Subject Property within their respective jurisdictions, including but not limited to all real estate taxes, shall be paid when due.
- (d) Organization and Authorization. Developer is a duly formed and existing limited liability company under the laws of the State of Illinois and, therefore, is authorized to do business in Illinois, and has the power to enter into, and by proper action have been duly authorized to execute, deliver, and perform, this Agreement. The Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as an entity authorized to do business in the State of Illinois while this Agreement is in full force and effect.
- (e) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer, or any restriction, organizational document, agreement, or instrument to which the Developer, or any of its partners or venturers, is now a party or by which the Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.
- (f) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of Developer's knowledge, threatened against the Developer that would materially or adversely affect:
 - (i) The Developer's financial condition;
 - (ii) The level or condition of the Developer's assets as of the date of this Agreement; or
 - (iii) The Developer's reputation.

5.2 Village Representations, Warranties and Covenants. To induce the Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the Village represents, covenants, warrants and agrees as follows:

- (a) Recitals. All representations and agreements made in Article 1 are true, complete, and accurate in all respects.
- (b) Authorizations. The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and Village Clerk to execute and deliver this Agreement.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect the ability of the Village to perform its obligations under this Agreement.

ARTICLE 6: ENFORCEMENT AND REMEDIES

6.1 Enforcement: Remedies. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

6.2 Notice; Cure. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 6, 30 days after notice of any breach delivered in accordance with Article 9 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 6.4 and 6.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 6.2, then, except as specifically provided otherwise in the following sections of this Article 6 and in addition to any and all other remedies that may be available either in law or equity, a party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be

necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

6.3 Events of Default by the Developer. Any of the following events or circumstances shall be an event of default by the Developer with respect to this Agreement:

- (a) If any material representation made by the Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in connection with any of the documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Default by the Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of the Developer.
- (c) The Developer's failure to maintain the Subject Property or pay any tax or fee when due as required by Section 5.1(c), respectively.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
- (e) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer's respective property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (f) The determination that the Developer did not, in fact, complete the obligations as set forth in Article 2.

6.4 Remedies for Default by Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by the Developer, following any applicable cure period, the Village may terminate this Agreement and any and all obligations hereunder shall be null and void or, pursuant

to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of the Developer's obligations under this Agreement.

- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.
- (c) Further, the parties agree and acknowledge that in the event of a termination of the Agreement for the Village's breach or nonpayment, the Developer shall have no obligation to reimburse the Village for Reimbursement Installments properly disbursed.

6.5 Indemnification by the Developer's Agreement to Pay Attorneys' Fees and Expenses. The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property during the Term and with respect to the performance or nonperformance of this Agreement; or, (ii) the Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of (i) the performance of the Village's representations, warranties and covenants under Article 6 of this Agreement; (ii) the Village's default under the provisions of this Agreement; (iii) the act, omission, negligence or misconduct of the Village or any of the aforesaid parties; or, (iv) any event of force majeure or circumstances beyond the control of Developer. If the Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, Developer, on the Village's demand, shall pay to the Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

6.6 Events of Default by Village. Any of the following events or circumstances shall be an event of default by the Village with respect to this Agreement:

- (a) A default of any term, condition, or provision contained in any agreement or document relating to Phases 1 and 2 of the Project (other than this Agreement), that would materially and adversely impair the ability of the Village to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after the Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30

days after written notice from the Developer of each failure or in a time period reasonably required to cure such default.

- (c) A representation or warranty of the Village contained herein is not true and correct in any material respect for a period of 30 days after written notice to the Village by the Developer. If such default is incapable of being cured within 30 days, but the Village begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the Village continues to diligently pursue its cure.

6.7 Remedies for Default by Village. Subject to the provisions of this Agreement, in the case of an event of default by the Village, the Developer, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the Village's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the Village to be paid hereunder ("*Excess Claims*") and any such Excess Claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

ARTICLE 7: GENERAL PROVISIONS

7.1 Liability and Indemnity of Village.

- (a) No liability for Village Review. The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) Hold Harmless and Indemnification. The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under

Article 5 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

7.2 No Implied Waiver of Village Rights. The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

7.3 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

ARTICLE 8. TERM AND TERMINATION

8.1 Term. Unless otherwise terminated as provided herein, this Agreement shall be in full force and effect upon its execution by the parties and terminate upon payment by Village to Developer of Redevelopment Project Costs for the Infrastructure Project until the first to occur: (i) receipt by the Developer of an amount equal to the lesser of twenty five percent (25%) or \$392,000; or (ii) December 31, 2046.

8.2 Mutual Cooperation. The parties agree to cooperate in a timely manner with respect to the processing of and response to all requests for approval, issuance of permits, inspections, issuance of certificates of occupancy, payments and any other action to be undertaken by either party to implement the terms of this Agreement

ARTICLE 9. NOTICES

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

with a copy to:

Ted Nielsen 1969 Enterprises, LLC

Notices and communications to the Village shall be addressed to and delivered at these addresses:

with a copy to:

Village of Lake Villa
65 Cedar Avenue
Lake Villa, IL 60046
Attention: Village Administrator

Kathleen Field Orr
2024 Hickory Road, Suite 205
Homewood, IL 60430

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

ARTICLE 10. IN GENERAL

10.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the 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 different provisions of this Agreement.

10.2 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

10.3 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Commencement Date.

Village of Lake Villa, an Illinois municipal corporation

Attest:

By: _____
Mayor

By: _____
Village Clerk

Date: _____, 2023

Ted Neilsen 1969 Enterprises, LLC

By: _____

Exhibit A

INFRASTRUCTURE PROJECT REDEVELOPMENT PROJECT COSTS

Electrical Utility Extension

Excavation/Retention Ponds

Water/Sewer Utility Extension

Engineering

Soil Boring/Site Preparation

Environmental

Wetland Mitigation

Property Acquisition