

Attached is the agenda packet for the July 7, 2025 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
Connie Olker, Clerk
Christine McKinley, Treasurer



Trustees:
Allena Barbato
Scott Bartlett
Glenn McCollum
Jeff Nielsen
Jake Cramond
Doug Savell

AGENDA
VILLAGE OF LAKE VILLA
BOARD OF TRUSTEES – REGULAR MEETING
Monday, July 7, 2025
7:00 p.m.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes
 - a. Committee of the Whole Meeting – June 16, 2025
 - b. Village Board Meeting – June 16, 2025
 - c. Committee of the Whole Meeting – June 23, 2025
5. Accounts Payable – July 7, 2025
6. Mayor
 - a. Introduction of 2025 Lake Villa Queens
7. Staff Reports
8. New Business
 - a. Ordinance 2025-07-01: An Ordinance Granting Preliminary Approval of a Request for a Conditional Use Permit for a Residential Planned Development (Cedar Lake Estates Residential Development - 0 West Grand Avenue and 0 N. Cedar Lake Road, Lake Villa, IL)
 - b. Approval: Proposal to Engage Teska Associates and The Planera Group to Engage in Marketing Efforts for Pleviak Elementary School (304 E. Grand)
 - c. Ordinance 2025-07-02: An Ordinance Approving an Economic Incentive Agreement by and between the Village of Lake Villa and Johnny D Tees, LLC (216 Lake Avenue)
 - d. Approval: FY2026 Curb and Sidewalk Replacement Program
9. Old Business
10. Executive Session
11. Adjournment



DATE: July 2, 2025
TO: Village Board of Trustees
FROM: Michael Strong
Village Administrator
RE: Agenda Transmittal

New Business

- a. **Ordinance 2025-07-01: An Ordinance Granting Preliminary Approval of a Request for a Conditional Use Permit for a Residential Planned Development (Cedar Lake Estates Residential Development - 0 West Grand Avenue and 0 N. Cedar Lake Road, Lake Villa, IL)**

Staff Contact: Michael Strong, Village Administrator

At the May 1, 2025 Plan Commission meeting, the Plan Commission held a public hearing and reviewed a request by CalAtlantic Group, LLC for Preliminary PUD approval of the Cedar Lake Estates Subdivision. The request concerns a 65.7-acre site at the southeast corner of Cedar Lake Road and Grand Avenue. The subject property is currently zoned Urban Residential 3A (UR3A).

The proposed project includes 130 single-family residential lots, internal roadways, two park/open space areas, stormwater detention facilities, and a comprehensive pedestrian circulation system. The lots range in size from 8,001 to 13,167 square feet, with homes between 1,866 and 2,907 square feet in floor area. A 30-foot landscaped buffer and a network of sidewalks and multi-use paths are proposed along Cedar Lake Road and throughout the subdivision to support connectivity and neighborhood design.

As part of the PUD request, the petitioner is seeking relief from several UR3A bulk standards, including reduced front and side yard setbacks, increased lot coverage, and modifications to lot size mix and impervious surface limits. These deviations are intended to allow for greater preservation of common open space, increased landscaping, and enhanced neighborhood amenities.

Following staff presentation, public comment, and deliberation, the Plan Commission voted 4-1 to recommend preliminary approval of the proposed PUD, contingent upon resolution of outstanding engineering, fire access, and stormwater management considerations during the final plan phase. The Commission noted that while the lot

design is denser than conventional subdivisions, the project offers significant public benefits, including:

- Over 13 acres of detention and wetland preservation
- An open space corridor with a pedestrian path
- Two neighborhood park areas
- Expanded landscaping and buffer treatments

The project aligns with the Village's 2022 Comprehensive Plan by supporting high-quality residential design, walkability, multimodal access, and integration of natural and recreational spaces.

At the July 7, 2025 meeting, the Village Board is asked to consider preliminary approval of the Cedar Lake Estates Residential PUD, allowing the petitioner to proceed with preparation of final engineering and subdivision plans for future consideration.

Suggested Motion: *Motion to approve Ordinance 2025-07-01 Granting Preliminary Approval of a Request for a Conditional Use Permit for a Residential Planned Development (Cedar Lake Estates Residential Development - 0 West Grand Avenue and 0 N. Cedar Lake Road, Lake Villa, IL)*

b. Approval: Proposal to Engage Teska Associates and The Planera Group to Engage in Marketing Efforts for Pleviak Elementary School (304 E. Grand)

Staff Contact: Michael Strong, Village Administrator

Pursuant to the recently approved intergovernmental agreement (IGA) with Lake Villa Consolidated School District 41 for the redevelopment of 304 E. Grand, commonly known as Pleviak Elementary School, Teska Associates and The Planera Group have proposed a comprehensive scope of services for a RFQ/RFP process to solicit developer interest in the site.

The proposal includes several phases aimed at determining redevelopment goals, defining development parameters, preparing RFQ and RFP packages, and evaluating development proposals. The full depth of services is included in the enclosed proposal.

The total cost for the proposed services is \$28,000, inclusive of all expenses. The budget is divided among the phases, with specific amounts allocated to Teska and Planera for each phase. Importantly, costs for these efforts will be reimbursed to the Village pursuant to the terms in the IGA once a preferred Developer is secured and acquisition of the site is complete.

It is recommended that the Village Board approve the engagement of Teska Associates and The Planera Group for the redevelopment of the Pleviak School site. This engagement will be instrumental in realizing the full potential of the site and contributing to the overall growth and development of the Village.

Suggested Motion: *Motion to Authorize the Village Administrator to Enter into an Agreement with Teska Associates and the Planera Group to engage in Marketing and Developer Solicitation for the Redevelopment of the Pleviak Elementary School parcels*

in an Amount not to exceed \$28,000.

c. Ordinance 2025-07-01: An Ordinance Approving an Economic Incentive Agreement by and between the Village of Lake Villa and Johnny D Tees, LLC (216 Lake Avenue)

Staff Contact: Michael Strong, Village Administrator

The Village Board is asked to consider approval of an Ordinance authorizing a Business Development District (“BDD”) incentive with the Johnny D Tees, LLC in an amount not to exceed \$20,000 for the expansion and redevelopment of the property located at 216 Lake Avenue.

The redevelopment project includes an expansion and redevelopment of the existing buildings that will connect two separate buildings, one of which is currently used for storage, with a new breezeway to allow for expansion of the company’s production area and the consolidation of interior office areas. The project will also include required upgrades to the life safety equipment (new fire alarm), and minor exterior enhancements, to aid in beautifying the exterior of the building.

The Ordinance, and enclosed Agreement, establishes obligations between the Developer and Village relative to the Project. Based on anticipated costs the Developer will incur leading up to the occupancy of the new building areas, Village Staff is recommending that a direct cash payment of \$20,000 of the incentive reimbursement be paid out once a certificate of occupancy is issued for the redevelopment project. The Village’s total incentive reimbursement amount represents approximately 27% of the estimated \$75,000 total Project cost for the improvements to the property.

Suggested Motion: *Motion to approve Ordinance 2025-07-02 Approving an Economic Incentive Agreement by and Between the Village of Lake Villa and Johnny D Tees, LLC for the Property Located at 216 Lake Avenue.*

d. Approval: FY2026 Curb and Sidewalk Contract Program

Staff Contact: Ryan Horton, Superintendent of Public Works

The Village Board will hold a discussion regarding the Curb and Sidewalk Replacement Program for Fiscal Year 2026. Earlier this spring, Village staff solicited bids from contractors for the annual program. Specifically, the Village reached proposals from Everlast Blacktop, Suburban Concrete, and Power Concrete Lifting.

Below is the bid tabulation:

Contractor	Sidewalk R&R	Mud Jacking	Curb R&R
Power Concrete Lifting	\$12.00/sq. ft.	\$2.25/sq. ft.	\$32.00/sq. ft.
Everlast Blacktop	\$15.00/sq. ft.	N/A	\$54.00/sq. ft.
Suburban Concrete	\$10.70/sq. ft.	N/A	\$36.50/sq. ft.

For FY 2026, staff has identified the following work quantities:

- Approximately 750 linear feet of curb replacement
- Approximately 3,000 square feet of sidewalk replacement
- Approximately 5,500 square feet of mud jacking

Power Concrete Lifting submitted the most competitive proposal and offers scheduling flexibility that aligns well with the Village's ongoing storm sewer repair work, particularly in areas requiring new curb installation.

Below is an estimated summary of the project budget:

FY2026 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Yes/No
General Fund – Streets, Sidewalk Maintenance (01-41-40-4271)	\$82,000	\$82,000	Yes

Suggested Motion: *Motion to approve a Contract with Power Concrete Lifting in an amount not to exceed \$82,000 for the annual curb and sidewalk program.*

**VILLAGE OF LAKE VILLA
COMMITTEE OF THE WHOLE – SPECIAL MEETING
June 16th, 2025**

Call to Order: Mayor McDonald called the meeting to order at 6:00pm.

Present: Mayor McDonald, Trustees: Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum, Village Administrator, Mike Strong, Assistant to the Village Administrator Jake Litz, Finance Director, Christine McKinley, Chief of Police Decaro, Public Works Supervisor Jim Bowles, Village Attorney Rebecca Alexopoulos and Superintendent of Streets Ryan Horton.

Roll Call: Mayor McDonald initiated the roll call.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, Bartlett, Cramond, McCollum)

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN:0

MOTION CARRIED

Public Comment: None

New Business: Discussion on Cybersecurity Training
Discussion on Engineering Standard
Discussions on Grocery Tax & Post Office Boxes discussed in the
BOARD OF TRUSTEES – REGULAR MEETING – 16JUN25

Adjournment: Trustee Barbato motioned and Trustee Cramond seconded to adjourn at 6:50pm.

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
June 16th, 2025**

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

Present: Mayor McDonald, Trustees: Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum, Village Administrator, Mike Strong, Assistant to the Village Administrator Jake Litz, Finance Director Christine McKinley, Chief of Police Decaro, Public Works Supervisor Jim Bowles, Village Attorney Rebecca Alexopoulos and Superintendent of Streets Ryan Horton.

Roll Call: Mayor McDonald initiated the roll call.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN:0

MOTION CARRIED

Public Comment: None

Minutes: Trustee Nielsen motioned and Trustee McCollum seconded to approve the June 2nd, 2025 Village Board Meeting Minutes.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN:0

MOTION CARRIED

Finance: Trustee Bartlett motioned and Trustee Nielsen seconded to approve the accounts payable report June 16th, 2025 in the amount of \$199,336.37.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN:0

MOTION CARRIED

Mayor: Ordinance 2025-06-01 to amend Title 3 of the Village of Lake Villa's Municipal Code (Liquor License Classifications).

Trustee Barbato motioned and Trustee Savell seconded the approval to amend Title 3 of the Village of Lake Villa's Municipal Code (Liquor License Classifications).

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Approval: Resume Code Enforcement at 406 Monaville Road.

Trustee Nielsen motioned and Trustee Cramond seconded the approval to resume code enforcement at 406 Monaville Road.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Staff Reports:

- Jim Bowles: Overseeing installation of I3 broadband with new fiber optics.
- Ryan Horton: Recently received the new dump truck ordered in August 2024.
- Christine McKinley: Currently assisting auditors in conducting an audit this week.

New Business:

Approval: Purchase of a Stationary Camera System with Flock Group, LLC, in the amount not to exceed \$15,000.

Trustee Nielsen motioned and Trustee Savell seconded the approval of the purchase of a Stationary Camera System with Flock Group, LLC in the amount not to exceed \$15,000.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Approval: Resolution 2025-06-01 requesting the designation of Painted Lakes Boulevard as a Federal Urban Route.

Trustee Bartlett motioned and Trustee McCollum seconded the Resolution 2025-06-01 requesting the designation of Painted Lakes Boulevard as a Federal Urban Route.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Approval: Resolution 2025-06-02 requesting the designation of Park Avenue as a Federal Urban Route.

Trustee Bartlett motioned and Trustee Cramond seconded the Resolution 2025-06-02 requesting the designation of Park Avenue as a Federal Urban Route.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Approval: Resolution 2025-06-03 approving and authorizing an extension and/or substitution of an Irrevocable Letter of Credit or Declaring Default and Calling the Existing Irrevocable Letter of Credit as a Performance Guarantee (Starling Senior Apartments Project).

Trustee Savell motioned and Trustee Bartlett seconded the Resolution 2025-06-03, approving and authorizing an extension and/or substitution of an Irrevocable Letter of Credit or Declaring Default and Calling the Existing Irrevocable Letter of Credit as a Performance Guarantee (Starling Senior Apartments Project).

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Carried over from **THE COMMITTEE OF THE WHOLE – SPECIAL MEETING 16JUN25**

c. Discussion on Grocery Tax

d. Discussion on Post Office Boxes

Adjournment:

Trustee Bartlett motioned and Trustee Savell seconded to adjourn at 9:30pm.

APPROVED BY ME THIS _____ DAY OF JUNE, 2025

JAMES MCDONALD, MAYOR

CONNIE OLKER, CLERK

**AGENDA
VILLAGE OF LAKE VILLA
BOARD OF TRUSTEES – SPECIAL MEETING
Monday, June 23, 2025**

Call to Order: Mayor McDonald called the meeting to order at 6:00pm.

Present: Mayor McDonald, Trustees: Nielsen, Barbato, Bartlett, Cramond, Savell and McCollum, Village Administrator, Mike Strong, Assistant to the Village Administrator Jake Litz, Finance Director, Christine McKinley, Chief of Police Decaro, Public Works Supervisor Jim Bowles, Village Attorney Rebecca Alexopoulos and Superintendent of Streets Ryan Horton.

Roll Call: Mayor McDonald initiated the roll call.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, Bartlett, Cramond, McCollum)
NAYS: 0
ABSENT: 1 (Savell)
ABSTAIN: 0

MOTION CARRIED

Public Comment: None.

New Business: Discussion on 209 Cedar Avenue Developer Interviews:

- Jackson Builders (Nashville, TN)
- JM Developers (Aurora, IL)

Approval: Resolution 2025-06-04 to approve the Release of an Existing Irrevocable Letter of Credit and Authorizing the Substitution; therefor of either a New Letter of Credit in a Reduced Amount or a Cash Deposit in a Reduced amount as a Performance Guarantee (Starling Senior Apartments Project).

Trustee Bartlett motioned and Trustee Cramond seconded the approval of the Release of an Existing Irrevocable Letter of Credit Authorizing the Substitution therefore of either a New Letter of Credit in a Reduced Amount or a Cash Deposit in a Reduced amount as a Performance Guarantee (Starling Senior Apartments Project).

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, Bartlett, Cramond, McCollum)
NAYS: 0
ABSENT: 1 (Savell)
ABSTAIN: 0

MOTION CARRIED

Executive Session: None

Adjournment:

Trustee Nielsen motioned and Trustee Barbato seconded to adjourn at 8:00pm.

ROLL CALL VOTE WAS:

AYES: 5 (Nielsen, Barbato, Bartlett, Cramond, McCollum)
NAYS: 0
ABSENT: 1 (Savell)
ABSTAIN: 0

MOTION CARRIED

APPROVED BY ME THIS _____ DAY OF JUNE, 2025

JAMES MCDONALD, MAYOR

CONNIE OLKER , CLERK

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 06/17/2025 - 07/07/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
ADVANCE AUTO PARTS								
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	SHOP SUPPLIES	7.96	01-46-40-4910	15,000.00	615.60	
			Vendor Total:	7.96				
ALPHA RANGE								
GENERAL FUND	POLICE	RANGE & SUPPLIES	ANNUAL SERVICE CONTRAC'	1,200.00	01-20-60-4560	10,700.00	0.00	
			Vendor Total:	1,200.00				
ANTHONY CALIENDO								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	REIMBURSEMENT FOR BOOT'	75.00	01-20-60-4170	40,250.00	6,354.63	
			Vendor Total:	75.00				
ANTIOCH AUTO PARTS								
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS - UNIT 21		16.98	90-30-60-5100	337,374.00	36,883.47	
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS - UNIT 21		1.51	90-30-60-5100	337,374.00	36,883.47	
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS - TRUCK 21		13.11	90-30-60-5100	337,374.00	36,883.47	
GENERAL FUND	FLEET	VEHICLE SUPPLIES CREDIT FOR INVOICE 197		(9.20)	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES VEHICLE SUPPLIES		9.20	01-30-60-4930	53,000.00	13,087.28	
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS - UNIT 15		8.96	91-42-60-5100	795,786.50	249,018.94	
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS - UNIT 15		257.94	91-42-60-5100	795,786.50	249,018.94	
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS - UNIT 15		26.35	91-42-60-5100	795,786.50	249,018.94	
W&S CAPTIAL FUND	SEWER	CAPITAL IMPROVEMENTS - UNIT 15		62.00	91-43-60-5100	350,786.50	2,210.00	
GENERAL FUND	FLEET	VEHICLE SUPPLIES SQUAD 272		2.35	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES SQUAD 272		14.10	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	MECHANIC TOOLS MECHANIC SHOP TOOLS		31.09	01-30-60-4931	14,800.00	926.21	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING SHOP SUPPLIES		12.64	01-46-40-4910	15,000.00	615.60	
GENERAL FUND	FLEET	VEHICLE SUPPLIES SQUAD 292		8.99	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES SQUAD 292/ AIR FILTER		9.70	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES TRUCK 14		5.86	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES MINIATURE BULB		3.28	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES GREEN TRAILER		12.96	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING SHOP SUPPLIES		7.72	01-46-40-4910	15,000.00	615.60	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING SHOP SUPPLIES		13.60	01-46-40-4910	15,000.00	615.60	
GENERAL FUND	FLEET	VEHICLE SUPPLIES LMTV		10.80	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	MECHANIC TOOLS MECHANIC TOOLS		34.20	01-30-60-4931	14,800.00	926.21	
GENERAL FUND	FLEET	VEHICLE SUPPLIES GREEN TRAILER		71.72	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES SPEED SIGN TRAILER- PD		12.96	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING SHOP SUPPLIES		93.00	01-46-40-4910	15,000.00	615.60	
			Vendor Total:	731.82				
APPLE MECHANICAL INC								
GENERAL FUND	FACILITIES	MAINTENANCE-BUILDING VILLAGE HALL/ POLICE S'		720.00	01-46-40-4210	13,000.00	4,537.26	
MANSION FUND		PREVENTATIVE MAINTENAN(MANSION- SPRING MAINTEN		1,275.00	08-00-00-4212	16,000.00	4,607.96	
			Vendor Total:	1,995.00				
APPLIED TECHNOLOGIES								
WATER & SEWER	WATER	ENGINEERING-WATER 2025 GENERAL SERVICES		5,678.00	60-42-20-4320	35,000.00	5,977.90	
WATER & SEWER	SEWER	ENGINEERING-SEWER 2025 GENERAL SERVICES		5,678.00	60-43-20-4320	35,000.00	5,977.90	
W&S CAPTIAL FUND	SEWER	CAPITAL IMPROVEMENTS - 2025 GENERAL SERVICES		4,320.00	91-43-60-5100	350,786.50	2,210.00	
WATER & SEWER	WATER	ENGINEERING-WATER 2025 GENERAL SERVICES		184.00	60-42-20-4320	35,000.00	5,977.90	
WATER & SEWER	SEWER	ENGINEERING-SEWER 2025 GENERAL SERVICES		184.00	60-43-20-4320	35,000.00	5,977.90	
DEVELOPER ESCROWS		I3 BROADBAND 2025 GENERAL SERVICES		2,180.00	03-00-30-2366	0.00	5,000.00	OVER
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS - BURNETT AVENUE CEI		1,087.62	91-42-60-5100	795,786.50	249,018.94	
			Vendor Total:	19,311.62				
BILLER PRESS & MFG., INC.								
GENERAL FUND	POLICE	OFFICE SUPPLIES BUSINESS CARDS- MARTIN		120.00	01-20-60-4810	7,000.00	1,129.17	
			Vendor Total:	120.00				
BROOKS-ALLAN								
GENERAL FUND	STREETS	UNIFORM ALLOWANCE UNIFORM ALLOWANCE- SEA		211.50	01-41-60-4170	3,200.00	492.10	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE UNIFORM ALLOWANCE- NIN		367.76	01-20-60-4170	40,250.00	6,354.63	
			Vendor Total:	579.26				
BUCKEYE POWER SALES CO., INC.								
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING SHOP GENERATOR		232.30	01-46-40-4910	15,000.00	615.60	

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 06/17/2025 - 07/07/2025
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
Vendor Total:				232.30				
CENTRAL LAKE COUNTY JAWA								
WATER & SEWER	WATER	CLC-JAWA/ LAKE VILLA	JUNE 2025	39,079.62	60-42-20-4351	397,762.00	71,028.19	
WATER & SEWER	WATER	CLC JAWA CONNECTION FEI	JUNE 2025	19,575.00	60-42-20-4352	234,900.00	39,150.00	
Vendor Total:				58,654.62				
CENTRAL PRO SUPPLY								
GENERAL FUND	STREETS	SUPPLIES	STREETSCAPE	368.56	01-41-40-4940	17,000.00	0.00	
Vendor Total:				368.56				
COLETTE & ANO PLUMBING CO INC								
WATER & SEWER	WATER	MAINTENANCE-WATER SYST	IRPZ INSPECTIONS/ LEHMA	1,280.00	60-42-40-4250	60,000.00	2,101.49	
Vendor Total:				1,280.00				
COMCAST CABLE								
GENERAL FUND	FACILITIES	TELEPHONE	222 OAK KNOLL DR OFC 2	93.71	01-46-60-4420	34,700.00	5,371.82	
WATER & SEWER	WATER	TELEPHONE	222 OAK KNOLL DR OFC 2	15.62	60-42-60-4420	5,000.00	895.30	
WATER & SEWER	SEWER	TELEPHONE	222 OAK KNOLL DR OFC 2	15.62	60-43-60-4420	5,000.00	895.33	
GENERAL FUND	FACILITIES	TELEPHONE	222 OAK KNOLL DR OFC	93.71	01-46-60-4420	34,700.00	5,371.82	
WATER & SEWER	WATER	TELEPHONE	222 OAK KNOLL DR OFC	15.62	60-42-60-4420	5,000.00	895.30	
WATER & SEWER	SEWER	TELEPHONE	222 OAK KNOLL DR OFC	15.62	60-43-60-4420	5,000.00	895.33	
Vendor Total:				249.90				
COMED								
WATER & SEWER	SEWER	ELECTRICITY	0 W BROOKING CT 1S PON	513.03	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	ELECTRICITY	801 E GRAND AVE PUMP	160.14	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	WATER	ELECTRICITY	141 BELMONT AVE- WELL	2,573.51	60-42-40-4660	60,000.00	11,045.21	
WATER & SEWER	SEWER	ELECTRICITY	129 CENTRAL AVE	221.22	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	WATER	ELECTRICITY	222 OAK KNOLL DR-UNIT	720.17	60-42-40-4660	60,000.00	11,045.21	
GENERAL FUND	STREETS	ELECTRICITY	0 S CEDAR 1 W WISCONSII	219.35	01-41-40-4660	135,000.00	23,816.66	
WATER & SEWER	WATER	ELECTRICITY	533 AMHERST DR	260.91	60-42-40-4660	60,000.00	11,045.21	
WATER & SEWER	SEWER	ELECTRICITY	550 E GRAND AVE	159.27	60-43-40-4660	45,000.00	7,217.17	
GENERAL FUND	STREETS	ELECTRICITY	0 RT 83 TFLT METERED	17.63	01-41-40-4660	135,000.00	23,816.66	
WATER & SEWER	SEWER	ELECTRICITY	607 N MILWAUKEE AVE	265.65	60-43-40-4660	45,000.00	7,217.17	
GENERAL FUND	STREETS	ELECTRICITY	129 CENTRAL AVE -LITE	71.84	01-41-40-4660	135,000.00	23,816.66	
GENERAL FUND	STREETS	ELECTRICITY	0 S S RAILROAD AVE W/S	176.07	01-41-40-4660	135,000.00	23,816.66	
GENERAL FUND	STREETS	ELECTRICITY	0 S CEDAR 1W WISCONSIN	91.85	01-41-40-4660	135,000.00	23,816.66	
WATER & SEWER	SEWER	ELECTRICITY	735 N MILWAUKEE AVE -P	236.20	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	ELECTRICITY	1515 OAKLAND DR	317.99	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	ELECTRICITY	0 N PETITE LAKE RD W/S	317.42	60-43-40-4660	45,000.00	7,217.17	
Vendor Total:				6,322.25				
CONSERV FS, INC.								
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	535.400 GAL DIESEL	1,465.62	01-30-60-4820	83,500.00	12,968.44	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	535.400 GAL DIESEL	244.27	60-42-60-4820	14,500.00	2,158.67	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	535.400 GAL DIESEL	244.27	60-43-60-4820	14,500.00	2,158.67	
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	799.400 GAL UNL	1,901.60	01-30-60-4820	83,500.00	12,968.44	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	799.400 GAL UNL	316.93	60-42-60-4820	14,500.00	2,158.67	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	799.400 GAL UNL	316.94	60-43-60-4820	14,500.00	2,158.67	
Vendor Total:				4,489.63				
CREATIVE FINANCIAL STAFFING LLC								
GENERAL FUND	MANAGEMENT SERVICES	MISCELLANEOUS EXPENSES	TEMP FOR FRONT OFFICE	896.88	01-10-60-5190	6,000.00	625.44	
GENERAL FUND	MANAGEMENT SERVICES	MISCELLANEOUS EXPENSES	TEMP FOR FRONT OFFICE	918.75	01-10-60-5190	6,000.00	625.44	
Vendor Total:				1,815.63				
CUSTOM TRUCK ONE SOURCE								
GENERAL FUND	FLEET	CONTRACT VEHICLE MAINT	REPAIR FOR BUCKET TRUC	12,440.10	01-30-20-4230	30,000.00	4,130.11	
Vendor Total:				12,440.10				
DEKIND COMPUTER CONSULTANTS								
GENERAL FUND	MANAGEMENT SERVICES	NEW EQUIPMENT	SCANNER	461.18	01-10-60-5201	2,200.00	183.99	
GENERAL FUND	MANAGEMENT SERVICES	IT SUPPORT -75% (MONTH	AUGUST 2025/ ANNUAL BA	600.00	01-10-20-5215	12,000.00	1,980.94	
WATER & SEWER	WATER	IT SUPPORT -12.5%	AUGUST 2025/ ANNUAL BA	100.00	60-42-20-5215	2,500.00	330.15	
WATER & SEWER	SEWER	IT SUPPORT -12.5%	AUGUST 2025/ ANNUAL BA	100.00	60-43-20-5215	2,500.00	330.16	
GENERAL FUND	MANAGEMENT SERVICES	SOFTWARE LICENSES -75	AUGUST 2025/ ANNUAL BA	899.74	01-10-60-5213	38,727.15	7,769.43	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
WATER & SEWER	WATER	SOFTWARE LICENSES -12.5%	AUGUST 2025/ ANNUAL BA	281.63	60-42-60-5213	9,903.18	1,574.92	
WATER & SEWER	SEWER	SOFTWARE LICENSES- 12.5%	AUGUST 2025/ ANNUAL BA	281.63	60-43-60-5213	9,741.13	1,574.92	
WATER & SEWER	WATER	SOFTWARE LICENSES	AUGUST 2025/ ANNUAL BA	465.00	60-42-60-5213	9,903.18	1,574.92	
WATER & SEWER	SEWER	SOFTWARE LICENSES	AUGUST 2025/ ANNUAL BA	465.00	60-43-60-5213	9,741.13	1,574.92	
GENERAL FUND	MANAGEMENT SERVICES	SOFTWARE LICENSES	AUGUST 2025/ ANNUAL BA	1,400.00	01-10-60-5213	38,727.15	7,769.43	
GENERAL FUND	MANAGEMENT SERVICES	IT SUPPORT -75% (MONTH:OT HRS FOR JUNE 2025		717.18	01-10-20-5215	12,000.00	1,980.94	
WATER & SEWER	WATER	IT SUPPORT -12.5%	OT HRS FOR JUNE 2025	119.54	60-42-20-5215	2,500.00	330.15	
WATER & SEWER	SEWER	IT SUPPORT -12.5%	OT HRS FOR JUNE 2025	119.53	60-43-20-5215	2,500.00	330.16	
GENERAL FUND	POLICE	MISCELLANEOUS	REPLACEMENT USB FOR SQ	39.85	01-20-60-5190	8,000.00	617.35	
GENERAL FUND	MANAGEMENT SERVICES	IT SUPPORT -75% (MONTH: SPEED DIAL AND FWD CHAI		140.45	01-10-20-5215	12,000.00	1,980.94	
WATER & SEWER	WATER	IT SUPPORT -12.5%	SPEED DIAL AND FWD CHAI	23.40	60-42-20-5215	2,500.00	330.15	
WATER & SEWER	SEWER	IT SUPPORT -12.5%	SPEED DIAL AND FWD CHAI	23.40	60-43-20-5215	2,500.00	330.16	
Vendor Total:				6,237.53				
DRAGG TEC								
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS - PAVER BOX		11,650.00	90-30-60-5100	337,374.00	36,883.47	
Vendor Total:				11,650.00				
DYNEGY ENERGY SERVICES								
WATER & SEWER	WATER	OSS RAILROAD AVE/ W/S	APRIL 2025- 04/21/2025	186.74	60-42-40-4660	60,000.00	11,045.21	
GENERAL FUND	STREETS	SS CEDAR 1 W WISCONSIN	APRIL 2025- 04/21/2025	73.81	01-41-40-4660	135,000.00	23,816.66	
WATER & SEWER	SEWER	910 PARK AVE / LIFT S	APRIL 2025- 04/21/2025	112.67	60-43-40-4660	45,000.00	7,217.17	
GENERAL FUND	STREETS	129 RAILROAD AVE * STR	APRIL 2025- 04/21/2025	43.81	01-41-40-4660	135,000.00	23,816.66	
WATER & SEWER	SEWER	PUMP / 801 E GRAND AVE,	APRIL 2025- 04/21/2025	98.33	60-43-40-4660	45,000.00	7,217.17	
GENERAL FUND	STREETS	422-1/2 W GRAND AVE/	APRIL 2025- 04/21/2025	17.74	01-41-40-4660	135,000.00	23,816.66	
GENERAL FUND	STREETS	SS CEDAR AVE 1W WISCON	APRIL 2025- 04/21/2025	181.62	01-41-40-4660	135,000.00	23,816.66	
WATER & SEWER	WATER	533 AMHERST DR *WELL	APRIL 2025- 04/21/2025	164.92	60-42-40-4660	60,000.00	11,045.21	
WATER & SEWER	SEWER	0 N PETITE LAKE RD- W/	APRIL 2025- 04/21/2025	313.86	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	WATER	141 BELMONT AVE *WELL	APRIL 2025- 04/21/2025	1,360.27	60-42-40-4660	60,000.00	11,045.21	
WATER & SEWER	SEWER	129 CENTRAL AVE/ LIFT	APRIL 2025- 04/21/2025	204.16	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	607 N MILWAUKEE AVE/	APRIL 2025- 04/21/2025	272.09	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	550 E GRAND AVE/ LIFT	APRIL 2025- 04/21/2025	143.40	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	PUMPING STATION/ 735 N	APRIL 2025- 04/21/2025	207.39	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	1515 OAKLAND DRIVE/ L	APRIL 2025- 04/21/2025	249.94	60-43-40-4660	45,000.00	7,217.17	
WATER & SEWER	SEWER	WS BROOKING CT/ 1S PON	APRIL 2025- 04/21/2025	326.11	60-43-40-4660	45,000.00	7,217.17	
GENERAL FUND	STREETS	LITE 129 CENTRAL AVE	APRIL 2025- 04/21/2025	43.47	01-41-40-4660	135,000.00	23,816.66	
WATER & SEWER	WATER	881 DEEP LAKE RD	APRIL 2025- 04/21/2025	332.66	60-42-40-4660	60,000.00	11,045.21	
GENERAL FUND	STREETS	LITE/ 119 CEDAR AVE	APRIL 2025- 04/21/2025	52.81	01-41-40-4660	135,000.00	23,816.66	
Vendor Total:				4,385.80				
ECCEZION								
GENERAL FUND	MANAGEMENT SERVICES	AUDIT- ADMINISTRATION	PROGRESS BILL FOR APRI	18,900.00	01-10-20-4310	26,000.00	0.00	
WATER & SEWER	WATER	AUDIT- WATER -15%	PROGRESS BILL FOR APRI	4,050.00	60-42-20-4310	4,942.50	0.00	
WATER & SEWER	SEWER	AUDIT- SEWER -15%	PROGRESS BILL FOR APRI	4,050.00	60-43-20-4310	4,942.50	0.00	
Vendor Total:				27,000.00				
EMPLOYEE BENEFITS CORPORATION								
GENERAL FUND	MANAGEMENT SERVICES	HEALTH & LIFE INSURANC	06/01/2025 MINIMUM FEE	120.00	01-10-10-4110	66,905.53	7,350.25	
Vendor Total:				120.00				
ERIN NIEBRES								
SPECIAL EVENTS FUND		EVENT EXPENSES - CELEB	REFUND FOR COF VENDOR	50.00	81-00-00-4366-0	20,000.00	87.75	
Vendor Total:				50.00				
GILLESPIE FORD								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 295	124.20	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 292 / SHOP SUPPL	13.79	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	SQUAD 292 / SHOP SUPPL	41.37	01-46-40-4910	15,000.00	615.60	
Vendor Total:				179.36				
GRAINGER								
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	PW SHOP 3	90.98	01-46-40-4910	15,000.00	615.60	
Vendor Total:				90.98				
GREATAMERICA FINANCIAL SERVICES COR								
GENERAL FUND	MANAGEMENT SERVICES	EQUIPMENT MAINTENANCE	KYOCERA COPIER RENTAL	241.63	01-10-20-4813	6,000.00	861.74	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD Budget	Over
Vendor Total:				241.63					
HAWKINS, INC.									
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE CYLINDER	460.35	60-42-40-4950	35,000.00	679.68		
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE CYLINDER	10.00	60-42-40-4950	35,000.00	679.68		
Vendor Total:				470.35					
HERMAN BROTHERS									
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS -	UNIT 15	9,622.40	91-42-60-5100	795,786.50	249,018.94		
Vendor Total:				9,622.40					
HIGHSTAR TRAFFIC									
GENERAL FUND	STREETS	MAINTENANCE - SIGNS &	STREET SIGNS	160.30	01-41-40-4270	7,500.00	(3,847.50)		
Vendor Total:				160.30					
ILLINOIS ENVIRONMENTAL PROTECTION									
GENERAL FUND	STREETS	SUPPLIES	FY- 2026 BILLING (STOR)	1,000.00	01-41-40-4940	17,000.00	0.00		
Vendor Total:				1,000.00					
IMPRESSIONS COUNT									
SPECIAL EVENTS FUND		EVENT EXPENSES - FARMER	FRIDAY FRESH SIGNS/ PI	644.00	81-00-00-4366-0	1,500.00	0.00		
SPECIAL EVENTS FUND		EVENT EXPENSES - SUMME	FRIDAY FRESH SIGNS/ PI	644.00	81-00-00-4366-0	7,300.00	6,325.00		
GENERAL FUND	STREETS	MAINTENANCE - SIGNS &	LIGHT POLE STICKERS	68.00	01-41-40-4270	7,500.00	(3,847.50)		
Vendor Total:				1,356.00					
JACK FROST IRON WORKS INC									
GENERAL FUND	PARKS MAINTENANCE	SUPPLIES-PARKS	PLATE FOR PARK GRILLS	345.00	01-48-40-4911	20,000.00	4,772.18		
Vendor Total:				345.00					
JM IRRIGATION LLC									
GENERAL FUND	FACILITIES	TREE & ROW MAINTENANCE	IRRIGATION SYSTEM REPA	1,870.00	01-46-40-4214	5,000.00	0.00		
Vendor Total:				1,870.00					
JO COATING INSPECTION LLC									
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS -	1 YR INSPECTION ON THE	4,000.00	91-42-60-5100	795,786.50	249,018.94		
Vendor Total:				4,000.00					
JON M. TACK, P.E.									
GENERAL FUND	COMMUNITY DEVELOPMENT	BUILDING INSPECTORS	JUNE 2025	1,084.50	01-12-20-4392	65,000.00	9,170.35		
Vendor Total:				1,084.50					
JUDSON BROWN BAND									
SPECIAL EVENTS FUND		EVENT EXPENSES - SUMME	PICNIC IN THE PARK- 7/	500.00	81-00-00-4366-0	7,300.00	6,325.00		
Vendor Total:				500.00					
KIMBALL MIDWEST									
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS -	WATER METER CHANGE OUT	136.00	91-42-60-5100	795,786.50	249,018.94		
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	SHOP SUPPLIES	1,000.14	01-46-40-4910	15,000.00	615.60		
Vendor Total:				1,136.14					
KNAPHEIDE TRUCK EQUIPMENT CO									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	GREEN & GRAY TRAILERS	570.52	01-30-60-4930	53,000.00	13,087.28		
Vendor Total:				570.52					
KURT SKINNER									
GENERAL FUND	STREETS	TRAINING/TRAVEL	TUITION REIMBURSEMENT	1,180.82	01-41-60-4530	8,350.00	1,243.62		
Vendor Total:				1,180.82					
LAKE COUNTY MUNICIPAL LEAGUE									
GENERAL FUND	LEGISLATIVE	MISCELLANEOUS EXPENSES	LCML GOLF OUTING- JUNE	700.00	01-11-60-5190	3,000.00	1,224.61		
Vendor Total:				700.00					
LAKE COUNTY PUBLIC WORKS									
WATER & SEWER	SEWER	SEWER CHARGES	SEWER AND SURCHARGE 03.	104,911.20	60-43-40-4350	663,875.00	0.00		
WATER & SEWER	SEWER	REGIONAL AND SURCHARGE	SEWER AND SURCHARGE 03.	8,430.00	60-43-40-4351	55,000.00	0.00		
WATER & SEWER		SEWER CONN PAYABLE-COU	SEWER AND SURCHARGE 03.	3,540.00	60-00-20-2018	0.00	210,839.60		OVER
WATER & SEWER		SEWER CONN PAYABLE-COU	STARLING SENIOR APARTM	141,600.00	60-00-20-2018	0.00	210,839.60		OVER
Vendor Total:				258,481.20					
LAKE COUNTY TREASURER									
GENERAL FUND	COMMUNITY DEVELOPMENT	BUILDING INSPECTORS	MAY 2025 BUILDING SERV	5,263.71	01-12-20-4392	65,000.00	9,170.35		
Vendor Total:				5,263.71					
LAKELAND/LARSEN									
MANSSION FUND		PREVENTATIVE MAINTENAN	LEHMANN MANSION	470.00	08-00-00-4212	16,000.00	4,607.96		

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
LAUTERBACH & AMEN, LLP				Vendor Total:			470.00	
GENERAL FUND	MANAGEMENT SERVICES	FINANCIAL MANAGEMENT	C\MARCH 2025	2,605.00	01-10-20-4311	32,664.00	5,327.00	
WATER & SEWER	WATER	FINANCIAL MANAGEMENT	C\MARCH 2025	1,302.50	60-42-20-4311	16,332.00	2,663.50	
WATER & SEWER	SEWER	FINANCIAL MANAGEMENT	C\MARCH 2025	1,302.50	60-43-20-4311	16,332.00	2,663.50	
GENERAL FUND	MANAGEMENT SERVICES	FINANCIAL MANAGEMENT	C\JUNE 2025	2,722.00	01-10-20-4311	32,664.00	5,327.00	
WATER & SEWER	WATER	FINANCIAL MANAGEMENT	C\JUNE 2025	1,361.00	60-42-20-4311	16,332.00	2,663.50	
WATER & SEWER	SEWER	FINANCIAL MANAGEMENT	C\JUNE 2025	1,361.00	60-43-20-4311	16,332.00	2,663.50	
				Vendor Total:			10,654.00	
LINDCO								
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS	- SWENSON V- BOX FLUSH K	697.97	90-30-60-5100	337,374.00	36,883.47	
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS	- SALES ORDER 240410I	666.88	90-30-60-5100	337,374.00	36,883.47	
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS	- UNIT 15/ CRANE TRUCK U	658.86	91-42-60-5100	795,786.50	249,018.94	
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS	- VIKING CIVES	610.00	90-30-60-5100	337,374.00	36,883.47	
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS	- TRUCK # 5	151,962.00	90-30-60-5100	337,374.00	36,883.47	
				Vendor Total:			154,595.71	
LINDE GAS & EQUIPMENT INC.								
GENERAL FUND	FLEET	MECHANIC TOOLS	PLASMA CUTTER	2,700.00	01-30-60-4931	14,800.00	926.21	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	ACETYLENE/ OXYGEN	42.41	01-46-40-4910	15,000.00	615.60	
				Vendor Total:			2,742.41	
MANHARD CONSULTING, LTC								
GENERAL CAPITAL FUND	FACILITIES	CAPITAL IMPROVEMENTS	- SURVEYING SERVICES/ GR	6,187.50	90-46-60-5100-0	0.00	0.00	OVER
				Vendor Total:			6,187.50	
MASTER TRUCK & TRAILER, LLC.								
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS	- UNIT 15/ 2025 FORD F250	332.00	91-42-60-5100	795,786.50	249,018.94	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK 18	136.49	01-30-60-4930	53,000.00	13,087.28	
GENERAL CAPITAL FUND	FLEET	CAPITAL IMPROVEMENTS	- NEW INT MV/ BALL HITCH	227.57	90-30-60-5100	337,374.00	36,883.47	
				Vendor Total:			696.06	
MC CULLOUGH IMPLEMENT COMPANY								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	KUBOTA PW EQUIPMENT	441.22	01-30-60-4930	53,000.00	13,087.28	
				Vendor Total:			441.22	
MENARDS - ANTIOCH								
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS	- UNIT 15/ WATER METER C	32.69	91-42-60-5100	795,786.50	249,018.94	
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS	- UNIT 15/ WATER METER C	36.36	91-42-60-5100	795,786.50	249,018.94	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	SHOP SUPPLIES	46.98	01-46-40-4910	15,000.00	615.60	
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS	- CRANE TRUCK 23	64.25	91-42-60-5100	795,786.50	249,018.94	
GENERAL FUND	PARKS MAINTENANCE	SUPPLIES-PARKS	PARK SUPPLIES	208.63	01-48-40-4911	20,000.00	4,772.18	
WATER & SEWER	WATER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- JIM	54.98	60-42-60-4170	1,000.00	95.54	
WATER & SEWER	SEWER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- JIM	54.98	60-43-60-4170	1,000.00	95.54	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	SHOP SUPPLIES	139.70	01-46-40-4910	15,000.00	615.60	
				Vendor Total:			638.57	
MGN LOCK-KEY & SAFES, INC								
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	LOCK	1,836.75	01-46-40-4910	15,000.00	615.60	
				Vendor Total:			1,836.75	
MICHAEL MARTINEZ								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	REIMBURSEMENT FOR DUTY	131.88	01-20-60-4170	40,250.00	6,354.63	
				Vendor Total:			131.88	
MID AMERICAN WATER								
WATER & SEWER	WATER	SUPPLIES - WATER	WATER SUPPLIES	797.26	60-42-40-4950	35,000.00	679.68	
				Vendor Total:			797.26	
MIDWEST POWER INDUSTRY, INC.								
WATER & SEWER	WATER	GENERATOR LOAD BANK TE	GENERATOR LOAD BANK TE	83.60	60-42-60-4961	10,000.00	0.00	
WATER & SEWER	SEWER	GENERATOR LOAD BANK TE	GENERATOR LOAD BANK TE	83.61	60-43-60-4961	10,000.00	0.00	
WATER & SEWER	WATER	GENERATOR LOAD BANK TE	CENTRAL LIFTSTATION	91.11	60-42-60-4961	10,000.00	0.00	
WATER & SEWER	SEWER	GENERATOR LOAD BANK TE	CENTRAL LIFTSTATION	91.11	60-43-60-4961	10,000.00	0.00	
				Vendor Total:			349.43	
MILIEU DESIGN LLC								
GENERAL FUND	FACILITIES	MOWING	LOFFREDO PARK/ 222 OAK	166.60	01-46-20-4213	27,000.00	4,313.70	

VILLAGE OF LAKE VILLA Treasurer's Report
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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
WATER & SEWER	WATER	MOWING	LOFFREDO PARK/ 222 OAK	3.40	60-42-20-4213	8,900.00	1,443.40	
WATER & SEWER	WATER	MOWING-50	LOFFREDO PARK/ 222 OAK	120.50	60-42-20-4213	8,900.00	1,443.40	
WATER & SEWER	SEWER	MOWING-40	LOFFREDO PARK/ 222 OAK	96.40	60-43-20-4213	5,500.00	1,008.90	
GENERAL FUND	FACILITIES	MOWING-10	LOFFREDO PARK/ 222 OAK	24.10	01-46-20-4213	27,000.00	4,313.70	
METRA FUND		MOWING	LOFFREDO PARK/ 222 OAK	35.00	02-00-20-4213	1,250.00	210.00	
GENERAL FUND	FACILITIES	MOWING	LOFFREDO PARK/ 222 OAK	33.25	01-46-20-4213	27,000.00	4,313.70	
WATER & SEWER	SEWER	MOWING	LOFFREDO PARK/ 222 OAK	1.75	60-43-20-4213	5,500.00	1,008.90	
GENERAL FUND	FACILITIES	MOWING	PARKS MOWING	495.00	01-46-20-4213	27,000.00	4,313.70	
WATER & SEWER	WATER	MOWING	WELL MOWING	140.00	60-42-20-4213	8,900.00	1,443.40	
GENERAL FUND	COMMUNITY DEVELOPMENT	VACANT LOT MOWING	PLEVIAK- VACANT LOT MOI	60.00	01-12-20-4214	5,500.00	348.00	
WATER & SEWER	SEWER	MOWING	LIFT STATION MOWING	70.00	60-43-20-4213	5,500.00	1,008.90	
WATER & SEWER	WATER	MOWING	WELL MOWING/ SITES 7-10	245.00	60-42-20-4213	8,900.00	1,443.40	
GENERAL FUND	FACILITIES	MOWING	PARKS MOWING	870.00	01-46-20-4213	27,000.00	4,313.70	
WATER & SEWER	WATER	MOWING	222 OAK KNOLL RD/ METR	120.50	60-42-20-4213	8,900.00	1,443.40	
WATER & SEWER	SEWER	MOWING	222 OAK KNOLL RD/ METR	96.40	60-43-20-4213	5,500.00	1,008.90	
GENERAL FUND	FACILITIES	MOWING	222 OAK KNOLL RD/ METR	24.10	01-46-20-4213	27,000.00	4,313.70	
METRA FUND		MOWING	222 OAK KNOLL RD/ METR	35.00	02-00-20-4213	1,250.00	210.00	
GENERAL FUND	FACILITIES	MOWING	222 OAK KNOLL RD/ METR	33.25	01-46-20-4213	27,000.00	4,313.70	
WATER & SEWER	SEWER	MOWING	222 OAK KNOLL RD/ METR	1.75	60-43-20-4213	5,500.00	1,008.90	
GENERAL FUND	FACILITIES	MOWING	222 OAK KNOLL RD/ METR	166.60	01-46-20-4213	27,000.00	4,313.70	
WATER & SEWER	WATER	MOWING	222 OAK KNOLL RD/ METR	3.40	60-42-20-4213	8,900.00	1,443.40	
WATER & SEWER	WATER	MOWING	222 OAK KNOLL RD/ METR	120.50	60-42-20-4213	8,900.00	1,443.40	
WATER & SEWER	SEWER	MOWING	222 OAK KNOLL RD/ METR	96.40	60-43-20-4213	5,500.00	1,008.90	
GENERAL FUND	FACILITIES	MOWING	222 OAK KNOLL RD/ METR	24.10	01-46-20-4213	27,000.00	4,313.70	
METRA FUND		MOWING	222 OAK KNOLL RD/ METR	35.00	02-00-20-4213	1,250.00	210.00	
GENERAL FUND	FACILITIES	MOWING	222 OAK KNOLL RD/ METR	33.25	01-46-20-4213	27,000.00	4,313.70	
WATER & SEWER	SEWER	MOWING	222 OAK KNOLL RD/ METR	1.75	60-43-20-4213	5,500.00	1,008.90	
GENERAL FUND	COMMUNITY DEVELOPMENT	VACANT LOT MOWING	VACANT LOT	60.00	01-12-20-4214	5,500.00	348.00	
GENERAL FUND	COMMUNITY DEVELOPMENT	VACANT LOT MOWING	ROUND A BOUT- MOWING/	84.00	01-12-20-4214	5,500.00	348.00	
WATER & SEWER	SEWER	MOWING	LIFT STATION MOWING	70.00	60-43-20-4213	5,500.00	1,008.90	
Vendor Total:				3,367.00				
MONROE TRUCK EQUIPMENT, INC.								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK 16	36.86	01-30-60-4930	53,000.00	13,087.28	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK 16	6.14	60-42-60-4930	9,000.00	1,115.07	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK 16	6.15	60-43-60-4930	9,000.00	1,115.14	
Vendor Total:				49.15				
NICOR GAS								
WATER & SEWER	SEWER	NATURAL GAS	129 CENTRAL AVE #2	152.66	60-43-40-4610	15,000.00	910.09	
WATER & SEWER	WATER	NATURAL GAS	65 CEDAR AVE	63.40	60-42-40-4610	10,000.00	511.45	
METRA FUND		ELECTRICITY	129 RAILROAD AVE	62.55	02-00-30-4660	2,000.00	185.12	
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END O	69.43	60-43-40-4610	15,000.00	910.09	
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR- WATE	53.97	60-42-40-4610	10,000.00	511.45	
METRA FUND		ELECTRICITY	910 PARK AVE	57.41	02-00-30-4660	2,000.00	185.12	
WATER & SEWER	WATER	NATURAL GAS	141 BELMONT AVE- WELL	165.11	60-42-40-4610	10,000.00	511.45	
WATER & SEWER	SEWER	NATURAL GAS	57 CEDAR AVE	72.85	60-43-40-4610	15,000.00	910.09	
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR	61.70	60-42-40-4610	10,000.00	511.45	
METRA FUND		ELECTRICITY	WS RT21 S BURNETT	55.70	02-00-30-4660	2,000.00	185.12	
WATER & SEWER	SEWER	NATURAL GAS	500 E GRAND AVE # 3	153.59	60-43-40-4610	15,000.00	910.09	
WATER & SEWER	SEWER	NATURAL GAS	725 E GRAND AVE #4	152.05	60-43-40-4610	15,000.00	910.09	
Vendor Total:				1,120.42				
NORTH EAST MULTI-REGIONAL TRAINING								
GENERAL FUND	POLICE	TRAINING/TRAVEL	32 HR IPMBA POLICE CYC	175.00	01-20-60-4530	19,550.00	4,863.64	
Vendor Total:				175.00				
NORTHSHORE TRUCK & EQUIPMENT								
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS	UNIT 15 UPFIT	296.72	91-42-60-5100	795,786.50	249,018.94	
Vendor Total:				296.72				
OLDCASTLE INFRASTRUCTURE INC.								
GENERAL FUND	STREETS	STORM SEWERS	RISER	309.00	01-41-40-4241	50,000.00	6,240.82	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
O'REILLY AUTO ENTERPRISES, LLC				Vendor Total:				
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 18	17.98	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	SHOP SUPPLIES	12.38	01-46-40-4910	15,000.00	615.60	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 16	13.99	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FLEET	MECHANIC TOOLS	MECHANIC TOOLS	89.99	01-30-60-4931	14,800.00	926.21	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 275	110.96	01-30-60-4930	53,000.00	13,087.28	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	SHOP SUPPLIES	47.97	01-46-40-4910	15,000.00	615.60	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	ROCKER SWITCH	8.99	01-30-60-4930	53,000.00	13,087.28	
				Vendor Total:				
OTTOSEN DINOLFO HASENBALG & CASTALD								
DOWNTOWN TIF FUND		LEGAL FEES	KFO-23-1131/ DOWNTOWN '	48.40	98-00-20-4330	20,000.00	466.75	
BUSINESS DISTRICT #1 FU		LEGAL FEES	KFO-23-L915/ LAKE VILLI	145.20	99-00-20-4330	1,500.00	0.00	
				Vendor Total:				
PACE ANALYTICAL SERVICES, LLC								
WATER & SEWER	WATER	MAINTENANCE-WATER SYST	DISINFECTANT	210.00	60-42-40-4250	60,000.00	2,101.49	
				Vendor Total:				
PAYNE & DOLAN, INC								
GENERAL FUND	PARKS MAINTENANCE	SUPPLIES-PARKS	FA10 SCREENED BLENDING	164.73	01-48-40-4911	20,000.00	4,772.18	
				Vendor Total:				
PEERLESS NETWORK, INC.								
GENERAL FUND	FACILITIES	TELEPHONE	TELEPHONE	2,182.33	01-46-60-4420	34,700.00	5,371.82	
WATER & SEWER	WATER	TELEPHONE	TELEPHONE	363.72	60-42-60-4420	5,000.00	895.30	
WATER & SEWER	SEWER	TELEPHONE	TELEPHONE	363.72	60-43-60-4420	5,000.00	895.33	
				Vendor Total:				
PETTY CASH- VILLAGE HALL								
GENERAL FUND	FACILITIES	MAINTENANCE-BUILDING	AWC WINDOW CLEANING -J	21.00	01-46-40-4210	13,000.00	4,537.26	
				Vendor Total:				
PROSAFETY								
WATER & SEWER	WATER	SUPPLIES - WATER	LOCATE SUPPLIES	316.80	60-42-40-4950	35,000.00	679.68	
WATER & SEWER	SEWER	SUPPLIES - SEWER	LOCATE SUPPLIES	316.80	60-43-40-4950	25,000.00	129.23	
				Vendor Total:				
RARESTEP, INC. DBA FLEETIO								
GENERAL FUND	FLEET	MECHANIC TOOLS	TOOLS- BASIC PLAN ANNU	71.40	01-30-60-4931	14,800.00	926.21	
				Vendor Total:				
RAY SCHRAMEYER & CO								
GENERAL FUND	STREETS	STORM SEWERS	CRETEX PRO- RINGS	1,793.80	01-41-40-4241	50,000.00	6,240.82	
GENERAL FUND	STREETS	STORM SEWERS	CRETEX PRO RINNGS	850.10	01-41-40-4241	50,000.00	6,240.82	
				Vendor Total:				
SAFEGUARD BUSINESS SYSTEMS								
GENERAL FUND	MANAGEMENT SERVICES	OFFICE SUPPLIES	CHECKS- 2 BOXES	156.80	01-10-60-4810	7,000.00	621.78	
GENERAL FUND	POLICE	OFFICE SUPPLIES	CHECKS- 2 BOXES	156.80	01-20-60-4810	7,000.00	1,129.17	
WATER & SEWER	WATER	OFFICE SUPPLIES	CHECKS- 2 BOXES	67.20	60-42-60-4810	5,800.00	552.43	
WATER & SEWER	SEWER	OFFICE SUPPLIES	CHECKS- 2 BOXES	67.20	60-43-60-4810	5,800.00	552.45	
				Vendor Total:				
SHERWIN-WILLIAMS CO								
MANSION FUND		NEW EQUIPMENT - MANSIO	MANSION	101.90	08-00-00-5200	30,000.00	923.98	
				Vendor Total:				
SPOT-LESS								
GENERAL FUND	FACILITIES	CLEANING SERVICE	VILLAGE HALL CLEANING	1,300.00	01-46-60-4360	8,000.00	0.00	
GENERAL FUND	FACILITIES	CLEANING SERVICE	POLICE CLEANING- MARCH	585.00	01-46-60-4360	8,000.00	0.00	
				Vendor Total:				
TESKA ASSOCIATES, INC.								
GENERAL FUND	COMMUNITY DEVELOPMENT	PLANNER	LAK 15-63- LAKE VILLA (	343.75	01-12-20-4380	20,000.00	263.75	
GENERAL CAPITAL FUND	MANAGEMENT SERVICES	CAPITAL IMPROVEMENTS -	LAK 15-63- LAKE VILLA (	127.50	90-10-60-5100	151,706.00	585.00	
DEVELOPER ESCROWS		CEDAR LAKE ESTATES	LAK 15-63- LAKE VILLA (	425.00	03-00-30-2365	0.00	(2,583.50)	
GENERAL FUND	COMMUNITY DEVELOPMENT	PLANNER	LAK 15-63- LAKE VILLA (53.20	01-12-20-4380	20,000.00	263.75	
				Vendor Total:				

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
THELEN MATERIALS, LLC								
GENERAL FUND	PARKS MAINTENANCE	SUPPLIES-PARKS	PARK SUPPLIES	154.80	01-48-40-4911	20,000.00	4,772.18	
			Vendor Total:	154.80				
TREASURER, STATE OF ILLINOIS								
GENERAL CAPITAL FUND	MANAGEMENT SERVICES	CAPITAL IMPROVEMENTS	- FINAL SHARE FOR AGREEM	8,391.23	90-10-60-5100	151,706.00	585.00	
			Vendor Total:	8,391.23				
VERIZON WIRELESS								
GENERAL FUND	FACILITIES	TELEPHONE	MAY 17- JUNE 16, 2025	666.32	01-46-60-4420	34,700.00	5,371.82	
WATER & SEWER	WATER	TELEPHONE	MAY 17- JUNE 16, 2025	111.05	60-42-60-4420	5,000.00	895.30	
WATER & SEWER	SEWER	TELEPHONE	MAY 17- JUNE 16, 2025	111.06	60-43-60-4420	5,000.00	895.33	
			Vendor Total:	888.43				
VICTORIA OLVERA								
SPECIAL EVENTS FUND		EVENT EXPENSES - FARMEI	REFUND FOR FARMERS MAR	25.00	81-00-00-4366-0	1,500.00	0.00	
			Vendor Total:	25.00				
VILLAGE OF FOX LAKE								
GENERAL FUND	POLICE	ADMINISTRATIVE ADJUDI	(HEARING OFFICER- MAY/	510.00	01-20-20-4331	3,060.00	0.00	
GENERAL FUND	POLICE	ADMINISTRATIVE ADJUDI	(HEARING OFFICER- APRIL	255.00	01-20-20-4331	3,060.00	0.00	
			Vendor Total:	765.00				
WAREHOUSE DIRECT								
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	171.58	01-20-60-4810	7,000.00	1,129.17	
			Vendor Total:	171.58				
			Grand Total:	653,358.62				

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ADVPR ADVANCE AUTO PARTS		
8870516930914	SHOP SUPPLIES	7.96
TOTAL VENDOR ADVPR ADVANCE AUTO PARTS		7.96
VENDOR CODE: ALPRAN ALPHA RANGE		
06272025	ANNUAL SERVICE CONTRACT FOR UNLIMITED AC	1,200.00
TOTAL VENDOR ALPRAN ALPHA RANGE		1,200.00
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
582227	UNIT 21	16.98
581544	UNIT 21	1.51
581437	TRUCK 21	13.11
581566	CREDIT FOR INVOICE 1973-581483	(9.20)
581483	VEHICLE SUPPLIES	9.20
580153	UNIT 15	8.96
578230	UNIT 15	257.94
581790	UNIT 15	26.35
581791	UNIT 15	62.00
574578	SQUAD 272	2.35
574501	SQUAD 272	14.10
574662	MECHANIC SHOP TOOLS	31.09
576905	SHOP SUPPLIES	12.64
580251	SQUAD 292	8.99
580183	SQUAD 292/ AIR FILTER	9.70
580410	TRUCK 14	5.86
580442	MINIATURE BULB	3.28
576334	GREEN TRAILER	12.96
577633	SHOP SUPPLIES	7.72
577791	SHOP SUPPLIES	13.60
570391	LMTV	10.80
575081	MECHANIC TOOLS	34.20
576206	GREEN TRAILER	71.72
574711	SPEED SIGN TRAILER- PD	12.96
577080	SHOP SUPPLIES	93.00
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		731.82
VENDOR CODE: ANTCAL ANTHONY CALIENDO		
07012025	REIMBURSEMENT FOR BOOTS	75.00
TOTAL VENDOR ANTCAL ANTHONY CALIENDO		75.00
VENDOR CODE: APPMEC APPLE MECHANICAL INC		
36259	VILLAGE HALL/ POLICE STATION/ TRAIN STAT	720.00
36260	MANSION- SPRING MAINTENANCE	1,275.00
TOTAL VENDOR APPMEC APPLE MECHANICAL INC		1,995.00
VENDOR CODE: APPTEC APPLIED TECHNOLOGIES		
37684	2025 GENERAL SERVICES	18,224.00
37683	BURNETT AVENUE CEI	1,087.62
TOTAL VENDOR APPTEC APPLIED TECHNOLOGIES		19,311.62
VENDOR CODE: BILPRE BILLER PRESS & MFG., INC.		
2025-26268	BUSINESS CARDS- MARTINEZ/ LAMANNA	120.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: BILPRE BILLER PRESS & MFG., INC.		
TOTAL VENDOR BILPRE BILLER PRESS & MFG., INC.		120.00
VENDOR CODE: BROALA BROOKS-ALLAN		
6400 UNIFORM ALLOWANCE- SEASONAL		211.50
48369 UNIFORM ALLOWANCE- NINA LARSON		367.76
TOTAL VENDOR BROALA BROOKS-ALLAN		579.26
VENDOR CODE: BUCPOWSAL BUCKEYE POWER SALES CO., INC.		
PS117787 SHOP GENERATOR		232.30
TOTAL VENDOR BUCPOWSAL BUCKEYE POWER SALES CO., INC		232.30
VENDOR CODE: CENLCJAWA CENTRAL LAKE COUNTY JAWA		
0601-0630 JUNE 2025		58,654.62
TOTAL VENDOR CENLCJAWA CENTRAL LAKE COUNTY JAWA		58,654.62
VENDOR CODE: CENPRO CENTRAL PRO SUPPLY		
47703060-00 STREETSCAPE		368.56
TOTAL VENDOR CENPRO CENTRAL PRO SUPPLY		368.56
VENDOR CODE: COLANO COLETTE & ANO PLUMBING CO INC		
53985 RPZ INSPECTIONS/ LEHMANN PARK/ PW/ VH/ M		1,280.00
TOTAL VENDOR COLANO COLETTE & ANO PLUMBING CO INC		1,280.00
VENDOR CODE: COMCAB COMCAST CABLE		
06242025-2963 222 OAK KNOLL DR OFC 2		124.95
06242025-2955 222 OAK KNOLL DR OFC		124.95
TOTAL VENDOR COMCAB COMCAST CABLE		249.90
VENDOR CODE: COMED COMED		
06302025-2000 0 W BROOKING CT 1S POND		513.03
06302025-8000 801 E GRAND AVE PUMP		160.14
06302025-2000 141 BELMONT AVE- WELLHOUSE		2,573.51
06302025-2111 129 CENTRAL AVE		221.22
06302025-2111 222 OAK KNOLL DR-UNIT A		720.17
06302025-1222 0 S CEDAR 1 W WISCONSIN CNTRA		219.35
06302025-2000 533 AMHERST DR		260.91
06302025-7000 550 E GRAND AVE		159.27
06302025-2222 0 RT 83 TFLT METERED		17.63
06302025-3000 607 N MILWAUKEE AVE		265.65
06302025-2222 129 CENTRAL AVE -LITE		71.84
06302025-8000 0 S S RAILROAD AVE W/S CEDAR		176.07
06302025-1222 0 S CEDAR 1W WISCONSIN CNTRA		91.85
06302025-8000 735 N MILWAUKEE AVE -PUMPING STATION		236.20
06272025-1222 1515 OAKLAND DR		317.99
07012025-2222 0 N PETITE LAKE RD W/S RTE 83		317.42
TOTAL VENDOR COMED COMED		6,322.25
VENDOR CODE: CONF5 CONSERV FS, INC.		
102032918 535.400 GAL DIESEL		1,954.16
102032917 799.400 GAL UNL		2,535.47
TOTAL VENDOR CONF5 CONSERV FS, INC.		4,489.63

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: CREFIN CREATIVE FINANCIAL STAFFING LLC		
125250771	TEMP FOR FRONT OFFICE 6/22/25	896.88
125260778	TEMP FOR FRONT OFFICE -6/29/25	918.75
TOTAL VENDOR CREFIN CREATIVE FINANCIAL STAFFING LLC		1,815.63
VENDOR CODE: CUSTRU CUSTOM TRUCK ONE SOURCE		
06302025	REPAIR FOR BUCKET TRUCK	12,440.10
TOTAL VENDOR CUSTRU CUSTOM TRUCK ONE SOURCE		12,440.10
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
42301	SCANNER	461.18
42390	AUGUST 2025/ ANNUAL BACKUP	4,593.00
42476	OT HRS FOR JUNE 2025	956.25
42308	REPLACEMENT USB FOR SQUAD TV	39.85
42316	SPEED DIAL AND FWD CHANGED FROM FOX LAKE	187.25
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		6,237.53
VENDOR CODE: DRATEC DRAGG TEC		
404	PAVER BOX	11,650.00
TOTAL VENDOR DRATEC DRAGG TEC		11,650.00
VENDOR CODE: DYNENE DYNEGY ENERGY SERVICES		
030000560154	APRIL 2025- 04/21/2025 TO 05/20/2025	4,385.80
TOTAL VENDOR DYNENE DYNEGY ENERGY SERVICES		4,385.80
VENDOR CODE: ECC ECCEZION		
480636	PROGRESS BILL FOR APRIL 30, 2025 AUDIT E	27,000.00
TOTAL VENDOR ECC ECCEZION		27,000.00
VENDOR CODE: EMPBENCOR EMPLOYEE BENEFITS CORPORATION		
4967495	06/01/2025 MINIMUM FEES	120.00
TOTAL VENDOR EMPBENCOR EMPLOYEE BENEFITS CORPORATIC		120.00
VENDOR CODE: ERINIE ERIN NIEBRES		
06242025	REFUND FOR COF VENDOR SERINDIPITY	50.00
TOTAL VENDOR ERINIE ERIN NIEBRES		50.00
VENDOR CODE: FLE RARESTEP, INC. DBA FLEETIO		
783143	TOOLS- BASIC PLAN ANNUAL/ JUNE 5, 2025-	71.40
TOTAL VENDOR FLE RARESTEP, INC. DBA FLEETIO		71.40
VENDOR CODE: GILFOR GILLESPIE FORD		
51708	SQUAD 295	124.20
51721	SQUAD 292 / SHOP SUPPLIES	55.16
TOTAL VENDOR GILFOR GILLESPIE FORD		179.36
VENDOR CODE: GRAINGER GRAINGER		
9532488799	PW SHOP 3	90.98
TOTAL VENDOR GRAINGER GRAINGER		90.98

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: GREAME GREATAMERICA FINANCIAL SERVICES COR 39572020	KYOCERA COPIER RENTAL	241.63
TOTAL VENDOR GREAME GREATAMERICA FINANCIAL SERVICES		241.63
VENDOR CODE: HAWINC HAWKINS, INC. 7096850	CHLORINE CYLINDER	460.35
7099961	CHLORINE CYLINDER	10.00
TOTAL VENDOR HAWINC HAWKINS, INC.		470.35
VENDOR CODE: HERBRO HERMAN BROTHERS 22280	UNIT 15	9,622.40
TOTAL VENDOR HERBRO HERMAN BROTHERS		9,622.40
VENDOR CODE: HIGSTA HIGHSTAR TRAFFIC 13736	STREET SIGNS	160.30
TOTAL VENDOR HIGSTA HIGHSTAR TRAFFIC		160.30
VENDOR CODE: IDOT TREASURER,STATE OF ILLINOIS 126695	FINAL SHARE FOR AGREEMENT EXECUTED 12/10	8,391.23
TOTAL VENDOR IDOT TREASURER,STATE OF ILLINOIS		8,391.23
VENDOR CODE: IEPA ILLINOIS ENVIRONMENTAL PROTECTION FY-2025	FY- 2026 BILLING (STORMWATER MS4)	1,000.00
TOTAL VENDOR IEPA ILLINOIS ENVIRONMENTAL PROTECTION		1,000.00
VENDOR CODE: IMPCOU IMPRESSIONS COUNT 235481	FRIDAY FRESH SIGNS/ PICNIC IN PARK BANNE	1,288.00
234791	LIGHT POLE STICKERS	68.00
TOTAL VENDOR IMPCOU IMPRESSIONS COUNT		1,356.00
VENDOR CODE: JACFRO JACK FROST IRON WORKS INC F1057-25-1	PLATE FOR PARK GRILLS	345.00
TOTAL VENDOR JACFRO JACK FROST IRON WORKS INC		345.00
VENDOR CODE: JAMORR JO COATING INSPECTION LLC 250616	1 YR INSPECTION ON THE WATER TOWER LOWER	4,000.00
TOTAL VENDOR JAMORR JO COATING INSPECTION LLC		4,000.00
VENDOR CODE: JMIRR JM IRRIGATION LLC 27647	IRRIGATION SYSTEM REPAIRS- QUOTE 4806	1,870.00
TOTAL VENDOR JMIRR JM IRRIGATION LLC		1,870.00
VENDOR CODE: JONTAC JON M. TACK, P.E. 07012025	JUNE 2025	1,084.50
TOTAL VENDOR JONTAC JON M. TACK, P.E.		1,084.50
VENDOR CODE: JUDBRO JUDSON BROWN BAND 07072025	PICNIC IN THE PARK- 7/19/2025	500.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: JUDBRO JUDSON BROWN BAND		
TOTAL VENDOR JUDBRO JUDSON BROWN BAND		500.00
VENDOR CODE: KIMMID KIMBALL MIDWEST		
103483240	WATER METER CHANGE OUT PROGRAM	136.00
103484148	SHOP SUPPLIES	1,000.14
TOTAL VENDOR KIMMID KIMBALL MIDWEST		1,136.14
VENDOR CODE: KNATRUCEQU KNAPHEIDE TRUCK EQUIPMENT CO		
INV-79-2494921-01	GREEN & GRAY TRAILERS	570.52
TOTAL VENDOR KNATRUCEQU KNAPHEIDE TRUCK EQUIPMENT C		570.52
VENDOR CODE: LAKLAR LAKELAND/LARSEN		
202665	LEHMANN MANSION	470.00
TOTAL VENDOR LAKLAR LAKELAND/LARSEN		470.00
VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
103098	MARCH 2025	5,210.00
105695	JUNE 2025	5,444.00
TOTAL VENDOR LAUAME LAUTERBACH & AMEN, LLP		10,654.00
VENDOR CODE: LCMUNLEA LAKE COUNTY MUNICIPAL LEAGUE		
JUNE 23, 2025	LCML GOLF OUTING- JUNE 30, 2025	700.00
TOTAL VENDOR LCMUNLEA LAKE COUNTY MUNICIPAL LEAGUE		700.00
VENDOR CODE: LCPUBWKS LAKE COUNTY PUBLIC WORKS		
06/25/2025	SEWER AND SURCHARGE 03/15/2025- 05/15/20	116,881.20
06162025	STARLING SENIOR APARTMENTS- COUNTY SEWER	141,600.00
TOTAL VENDOR LCPUBWKS LAKE COUNTY PUBLIC WORKS		258,481.20
VENDOR CODE: LCTREAS LAKE COUNTY TREASURER		
280209317	MAY 2025 BUILDING SERVICES	5,263.71
TOTAL VENDOR LCTREAS LAKE COUNTY TREASURER		5,263.71
VENDOR CODE: LINDCO LINDCO		
250588P	SWENSON V- BOX FLUSH KIT	697.97
240410I-SWL.01	SALES ORDER 240410I	666.88
250585P	UNIT 15/ CRANE TRUCK UNIT 23	658.86
240410I-SWL.02	VIKING CIVES	610.00
240410I-SWL	TRUCK # 5	151,962.00
TOTAL VENDOR LINDCO LINDCO		154,595.71
VENDOR CODE: LINGAS LINDE GAS & EQUIPMENT INC.		
50421459	PLASMA CUTTER	2,700.00
50496313	ACETYLENE/ OXYGEN	42.41
TOTAL VENDOR LINGAS LINDE GAS & EQUIPMENT INC.		2,742.41
VENDOR CODE: MANHARD MANHARD CONSULTING, LTC		
108888	SURVEYING SERVICES/ GRAND AVENUE SIDEWAL	6,187.50
TOTAL VENDOR MANHARD MANHARD CONSULTING, LTC		6,187.50

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MASTRU MASTER TRUCK & TRAILER, LLC.		
S125887	UNIT 15/ 2025 FORD F250 CREW CAB LONG BE	332.00
S126367	TRUCK 18	136.49
S125779	NEW INT MV/ BALL HITCH/ SHOVEL HOLDER	227.57
TOTAL VENDOR MASTRU MASTER TRUCK & TRAILER, LLC.		696.06
VENDOR CODE: MCCIMP MC CULLOUGH IMPLEMENT COMPANY		
P02080	KUBOTA PW EQUIPMENT	441.22
TOTAL VENDOR MCCIMP MC CULLOUGH IMPLEMENT COMPANY		441.22
VENDOR CODE: MENANT MENARDS - ANTIOCH		
65584	UNIT 15/ WATER METER CHANGE OUT	69.05
65528	SHOP SUPPLIES	46.98
65313	CRANE TRUCK 23	64.25
65194	PARK SUPPLIES	208.63
65757	UNIFORM ALLOWANCE- JIM BOWLES	109.96
64852	SHOP SUPPLIES	139.70
TOTAL VENDOR MENANT MENARDS - ANTIOCH		638.57
VENDOR CODE: MGNLOCK MGN LOCK-KEY & SAFES, INC		
6310681	LOCK	1,836.75
TOTAL VENDOR MGNLOCK MGN LOCK-KEY & SAFES, INC		1,836.75
VENDOR CODE: MICMAR MICHAEL MARTINEZ		
06162025	REIMBURSEMENT FOR DUTY BELT	131.88
TOTAL VENDOR MICMAR MICHAEL MARTINEZ		131.88
VENDOR CODE: MIDAMERI MID AMERICAN WATER		
280827W	WATER SUPPLIES	797.26
TOTAL VENDOR MIDAMERI MID AMERICAN WATER		797.26
VENDOR CODE: MIDPOWIND MIDWEST POWER INDUSTRY, INC.		
2248	GENERATOR LOAD BANK TESTING AND REPAIRS-	167.21
2261	CENTRAL LIFTSTATION	182.22
TOTAL VENDOR MIDPOWIND MIDWEST POWER INDUSTRY, INC.		349.43
VENDOR CODE: MILDES MILIEU DESIGN LLC		
186489	LOFFREDO PARK/ 222 OAK KNOLL RD/ 129 RAI	481.00
186486	PARKS MOWING	495.00
186487	WELL MOWING	140.00
186506	PLEVIAK- VACANT LOT MOWING- 108 N MILWAU	60.00
186488	LIFT STATION MOWING	70.00
186396	WELL MOWING/ SITES 7-10	245.00
186395	PARKS MOWING	870.00
186397	222 OAK KNOLL RD/ METRA/ CEDAR CROSSING	792.00
186417	VACANT LOT	60.00
186418	ROUND A BOUT- MOWING/ 921 CEDAR LAKE RD	84.00
186399	LIFT STATION MOWING	70.00
TOTAL VENDOR MILDES MILIEU DESIGN LLC		3,367.00
VENDOR CODE: MONTRU MONROE TRUCK EQUIPMENT, INC.		
5508048	TRUCK 16	49.15

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MONTRU MONROE TRUCK EQUIPMENT, INC.		
	TOTAL VENDOR MONTRU MONROE TRUCK EQUIPMENT, INC.	49.15
VENDOR CODE: NEMRT NORTH EAST MULTI-REGIONAL TRAINING		
380632	32 HR IPMBA POLICE CYCLIST COURSE 05/13/	175.00
	TOTAL VENDOR NEMRT NORTH EAST MULTI-REGIONAL TRAINING	175.00
VENDOR CODE: NICOR NICOR GAS		
06272025-8978	129 CENTRAL AVE #2	152.66
06252025-8365	65 CEDAR AVE	63.40
06252025-6481	129 RAILROAD AVE	62.55
06252025-3262	ES OAK KNOLL RD- END OF RD	69.43
06252025-2455	222 OAK KNOLL DR- WATER FACILITIES BLDG	53.97
06252025-1446	910 PARK AVE	57.41
06252025-5469	141 BELMONT AVE- WELL HOUSE	165.11
06252025-6885	57 CEDAR AVE	72.85
06252025-9325	222 OAK KNOLL DR	61.70
06252025-5513	WS RT21 S BURNETT	55.70
06252025-3390	500 E GRAND AVE # 3	153.59
07012025-10005	725 E GRAND AVE #4	152.05
	TOTAL VENDOR NICOR NICOR GAS	1,120.42
VENDOR CODE: NORTTRU NORTHSHORE TRUCK & EQUIPMENT		
34995	UNIT 15 UPFIT	296.72
	TOTAL VENDOR NORTTRU NORTHSHORE TRUCK & EQUIPMENT	296.72
VENDOR CODE: OLDCAST OLDCASTLE INFRASTRUCTURE INC.		
270068611	RISER	309.00
	TOTAL VENDOR OLDCAST OLDCASTLE INFRASTRUCTURE INC.	309.00
VENDOR CODE: OREAUT O'REILLY AUTO ENTERPRISES, LLC		
4599-275683	UNIT 18	17.98
4599-275613	SHOP SUPPLIES	12.38
4599-275996	UNIT 16	13.99
4599-276958	MECHANIC TOOLS	89.99
4599-278063	UNIT 275	110.96
4599-276982	SHOP SUPPLIES	47.97
4599-275592	ROCKER SWITCH	8.99
	TOTAL VENDOR OREAUT O'REILLY AUTO ENTERPRISES, LLC	302.26
VENDOR CODE: OTTDIN OTTOSEN DINOLFO HASENBALG & CASTALD		
14978	KFO-23-1131/ DOWNTOWN TIF	48.40
14979	KFO-23-L915/ LAKE VILLA BDD	145.20
	TOTAL VENDOR OTTDIN OTTOSEN DINOLFO HASENBALG & CASTALD	193.60
VENDOR CODE: PACANASER PACE ANALYTICAL SERVICES, LLC		
257214856	DISINFECTANT	210.00
	TOTAL VENDOR PACANASER PACE ANALYTICAL SERVICES, LLC	210.00
VENDOR CODE: PAYDOL PAYNE & DOLAN, INC		
10-00035683	FA10 SCREENED BLENDING SAND	164.73

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: PAYDOL PAYNE & DOLAN, INC TOTAL VENDOR PAYDOL PAYNE & DOLAN, INC		164.73
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC. 77585 TELEPHONE		2,909.77
TOTAL VENDOR PEERLESS PEERLESS NETWORK, INC.		2,909.77
VENDOR CODE: PETCASVH PETTY CASH- VILLAGE HALL 06242025 AWC WINDOW CLEANING -JUNE 2025		21.00
TOTAL VENDOR PETCASVH PETTY CASH- VILLAGE HALL		21.00
VENDOR CODE: PROSAF PROSAFETY SI001526 LOCATE SUPPLIES		633.60
TOTAL VENDOR PROSAF PROSAFETY		633.60
VENDOR CODE: RAYSCH RAY SCHRAMER & CO 169089 CRETEX PRO- RINGS 169196 CRETEX PRO RINNGS		1,793.80 850.10
TOTAL VENDOR RAYSCH RAY SCHRAMER & CO		2,643.90
VENDOR CODE: SAFBUS SAFEGUARD BUSINESS SYSTEMS 9008100254 CHECKS- 2 BOXES		448.00
TOTAL VENDOR SAFBUS SAFEGUARD BUSINESS SYSTEMS		448.00
VENDOR CODE: SHEWIL SHERWIN-WILLIAMS CO 3004-2 MANSION		101.90
TOTAL VENDOR SHEWIL SHERWIN-WILLIAMS CO		101.90
VENDOR CODE: SKKU KURT SKINNER 07012025 TUITION REIMBURSEMENT		1,180.82
TOTAL VENDOR SKKU KURT SKINNER		1,180.82
VENDOR CODE: SPOTLESS SPOT-LESS 7859 VILLAGE HALL CLEANING - MARCH/ APRIL/ MA 7860 POLICE CLEANING- MARCH/ APRIL/ MAY 2025		1,300.00 585.00
TOTAL VENDOR SPOTLESS SPOT-LESS		1,885.00
VENDOR CODE: TESASS TESKA ASSOCIATES, INC. 15375 LAK 15-63- LAKE VILLA CONTINUING SERVICE		949.45
TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.		949.45
VENDOR CODE: THELEN THELEN MATERIALS, LLC 447143 PARK SUPPLIES		154.80
TOTAL VENDOR THELEN THELEN MATERIALS, LLC		154.80
VENDOR CODE: VERWIR VERIZON WIRELESS 6116224007 MAY 17- JUNE 16, 2025		888.43
TOTAL VENDOR VERWIR VERIZON WIRELESS		888.43
VENDOR CODE: VICOLV VICTORIA OLVERA		

INVOICE		
NUMBER	DESCRIPTION	AMOUNT
<hr/>		
VENDOR CODE: VICOLV VICTORIA OLVERA		
25.00	REFUND FOR FARMERS MARKET	25.00
TOTAL VENDOR VICOLV VICTORIA OLVERA		<hr/> 25.00
VENDOR CODE: VILFOX VILLAGE OF FOX LAKE		
256	HEARING OFFICER- MAY/ JUNE 2025	510.00
255	HEARING OFFICER- APRIL 2025	255.00
TOTAL VENDOR VILFOX VILLAGE OF FOX LAKE		<hr/> 765.00
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
5952938-0	OFFICE SUPPLIES- TONER	171.58
TOTAL VENDOR WARDIR WAREHOUSE DIRECT		<hr/> 171.58
GRAND TOTAL:		653,358.62

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2025-07-01

AN ORDINANCE GRANTING PRELIMINARY APPROVAL
OF A REQUEST FOR A CONDITIONAL USE PERMIT
FOR A RESIDENTIAL PLANNED DEVELOPMENT

(RE: Cedar Lakes Estates Residential Development
Petition of CalAtlantic Group, LLC,
Subject Property: 0 West Grand Avenue and 0 N. Cedar Lake Road, Lake Villa, IL)

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS 7TH DAY OF JULY, 2025.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,
Lake County, Illinois, this 7th day of July, 2025.

AN ORDINANCE GRANTING PRELIMINARY APPROVAL
OF A REQUEST FOR A CONDITIONAL USE PERMIT
FOR A RESIDENTIAL PLANNED DEVELOPMENT

(RE: Cedar Lakes Estates Residential Development
Petition of CalAtlantic Group, LLC,
Subject Property: 0 West Grand Avenue and 0 N. Cedar Lake Road, Lake Villa, IL)

WHEREAS, the Village of Lake Villa (the “Village”) has received an application from the Petitioner, CalAtlantic Group, LLC, (hereinafter sometimes referred to as the “Petitioner” or the “Developer”), the contract purchaser of the property commonly known as 0 West Grand Avenue and 0 N. Cedar Lake Road, Lake Villa, IL which property is identified as P.I.N.s 06-05-200-005, 06-05-200-015, 06-05-200-020, and 06-05-200-021 (collectively, the “Subject Property”) requesting approval of a Conditional Use Permit for a Residential Planned Development to permit the Petitioner to construct a single-family residential subdivision consisting of not more than 130 detached single-family homes, ranging in size from approximately 1,866 square feet to 2,907 square feet on 130 lots, each lot being not less than 8,000 square feet in area, as well as other related and/or required improvements which include but are not limited to water mains, sanitary sewers, storm sewers, storm water management facilities, parking, lighting, landscaping, and two (2) park areas, an 8-foot wide multi-use path along a portion of Cedar Lake Road that will continue through the community, a 5-foot wide sidewalk which will continue alongside Cedar Lake Road, a central open space corridor that will include a pedestrian path within a 40-foot utility easement, as well as the approval of variations from provisions of the Village of Lake Villa Village Code, including Title 10 thereof, “Zoning Regulations”, subject to the Petitioner’s compliance with all of the conditions and restrictions contained in this Ordinance, and subject to the Petitioner’s receipt of all applicable approvals (hereinafter sometimes collectively referred to as the “Residential Planned Development” or the “Planned Development”); and

WHEREAS, the Subject Property consists of approximately 65 acres located on the south side of Grand Avenue, generally on the Southeast corner of the intersection of Grand Avenue and Cedar Lake Road, is zoned and classified as part of the Village's UR3A Zoning District, within the corporate limits of the Village, and the Petitioner is not requesting the rezoning of the Subject Property; and

WHEREAS, the Subject Property is legally described as follows:

PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND THENCE NORTH ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER 495 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION TO A POINT 940 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 495 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 940 FEET TO SAID SOUTH LINE; THENCE WEST ALONG SAID SOUTH LINE 990.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS (EXCEPTING ALL THAT PART LYING NORTH OF THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 132 (GRAND AVENUE).

PARCEL 2:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

P.I.N.s 06-05-200-005, 06-05-200-015, and 06-05-200-021
(collectively, the "Subject Property"); and

WHEREAS, the Village of Lake Villa, Illinois, pursuant to the applicable Illinois statutes and other applicable authority, has adopted Zoning Regulations as set forth in Chapter 10 of the Lake Villa Village Code, as amended from time to time (the "Zoning Regulations") and certain Subdivision Regulations as set forth in Chapter 11 of the Lake Villa Village Code, as amended from time to time (the "Subdivision Regulations") to regulate, among other things, land use and development within the Village; and

WHEREAS, Title 10, “Zoning Regulations”, and Title 11, “Subdivision Regulations”, of the Lake Villa Village Code provide regulations for the planning, review, and approval of conditional use permits for planned unit developments (“PUDs”) within the Village; and

WHEREAS, on May 1, 2025, the Village’s Plan Commission, pursuant to proper notice, conducted a public hearing on the Petitioner’s Application for a Conditional Use permit for the proposed Residential Planned Development, at which time the Plan Commission reviewed the preliminary plans submitted by the Petitioner and provided comments on such submittals and requested certain modifications in order to comply with, among other things, the Lake Villa Village Code and the recommendations of the Village’s consulting engineers, which shall be made by the Petitioner in advance of Petitioner seeking final approval of its request for a Conditional Use Permit for a Residential Planned Development and prior to final Planned Development approval by the Village; and

WHEREAS, at the Plan Commission meeting and public hearing held on May 1, 2025, the Plan Commission approved the following findings of fact and recommended that the Petitioner make several modifications to its preliminary plans prior to final approval by the Corporate Authorities of the Village, and recommended approval of the Petitioner’s Application, subject to certain conditions as follows:

FINDINGS OF FACT:

1. The Subject Property consists of approximately 65 acres, more or less, located within the corporate limits of the Village of Lake Villa, is commonly known as 0 W. Grand Avenue and 0 N. Cedar Lake Road, Lake Villa, IL (Permanent Index Numbers 06-05-200-005, 06-05-200-015, 06-05-200-020, and 06-05-200-021) and is generally located on the south side of Grand Avenue generally on the Southeast corner of the intersection of Grand Avenue and Cedar Lake Road in the Village of Lake Villa and is legally described as follows:

PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND THENCE NORTH ALONG THE WEST LINE THEREOF TO THE NORTHWEST CORNER

THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER 495 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION TO A POINT 940 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 495 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 940 FEET TO SAID SOUTH LINE; THENCE WEST ALONG SAID SOUTH LINE 990.0 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS (EXCEPTING ALL THAT PART LYING NORTH OF THE SOUTH RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 132 (GRAND AVENUE)).

PARCEL 2:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

P.I.N.s 06-05-200-005, 06-05-200-015, 06-05-200-020 and 06-05-200-021
(collectively, the “Subject Property”)

2. PRELIMINARY PLANS: The Plan Commission found that the Preliminary Plans for such Planned Development, in their present form, and the related Conditional Use (sometimes collectively referred to as the “Planned Development” or the “Residential Planned Development”):
 - (a) are consistent with the particular physical surroundings of the Subject Property and the granting of certain relief from the Zoning Regulations of the Village will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Subject Property;
 - (b) are consistent with the general purpose and intent of the Lake Villa Zoning Regulations;
 - (c) are consistent with the Village’s Comprehensive Plan;
 - (d) are designed, constructed, and maintained so as to be harmonious and appropriate in appearance with the existing character of the general vicinity;
 - (e) will not significantly diminish the safety, use and enjoyment of surrounding property;
 - (f) will be adequately served by essential public facilities and services such as streets, police and fire service, drainage, refuse disposal, and schools, or such services will be provided by the Petitioner at the Petitioner’s sole expense;
 - (g) will not create excessive additional requirements at public expense for public facilities and service and will not be detrimental to the economic welfare of the community;
 - (h) will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
 - (i) will provide vehicular access to the Subject Property designed so that such use does not create any interference with traffic on surrounding public thoroughfares;
 - (j) will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;
 - (k) will comply with all additional regulations in this Ordinance specific to the Conditional Use Permit requested;

- (l) will be generally consistent with the existing zoning of and with the existing uses of nearby properties;
 - (m) will not diminish property values by approving the Planned Development, and there will be no hardship imposed upon the Petitioner;
 - (n) will not diminish any property values and will promote the general health, safety, and welfare;
 - (o) will provide a gain to the public as a result of the establishment of the Planned Development, which will offer another housing option for the community and will satisfy a community need;
 - (p) will be generally consistent with the intent and purpose of the Lake Villa Zoning Regulations;
 - (q) will be generally compatible with the character of the UR3A Zoning District;
 - (r) will be compatible with the neighborhood in which it will be located;
 - (s) will preserve the value of the surrounding residential areas and will be compatible with surrounding land uses;
 - (t) The Subject Property is suitable for the Planned Development;
 - (u) The Village has undertaken its planning and land use regulations with great care; and
 - (v) The subject Property contains no historical features which require preservation, but the proposed Conditional Use will preserve environmentally sensitive floodway, floodplain, and wetlands which are bisected by the Subject Property as part of the Eagle Creek watershed.
3. The preliminary plans for the Residential Development are consistent with the stated purpose of the Village's planned development regulations set forth in the Zoning Regulations of the Village and the preliminary plans meet the requirements and standards for a planned development located within the UR3A Zoning District of the Village subject to the Village's approval of the requested variations and the Petitioner's compliance with the requests made and conditions recommended by the Village's consultants, including but not limited to the Village Engineers.
 4. The preliminary plans for the Residential Development indicate that this Development will produce a public benefit meeting the planning objectives and standards of the Village.
 5. The design of the proposed Residential Development, as reflected in the preliminary plans, shall be modified to make adequate provision for public services, to provide adequate control over vehicular traffic and protection of areas for common open space and other amenities.
 6. The proposed Residential Development will be compatible with and beneficial to the adjacent properties and to the neighborhood, and the proposed Residential Development is a desirable addition to the Village's available housing options, tax base and economic well-being.
 7. In reviewing requests for Conditional Uses, the following standards were reviewed by both the Plan Commission and the Corporate Authorities of the Village and considered pursuant to the Village's Zoning Code:
 - (a) Location: The site will be so situated that the proposed use is compatible with the existing or planned future development in the area.

The Plan Commission determined that the proposed Residential Development is located along major arterials and is compatible with adjacent residential developments.

- (b) Zoning District Requirements: All regulations of the UR3A Zoning District in which the Development will be located shall apply to such uses, except where specifically amended and/or varied by the conditions under which the Conditional Use Permit is granted.

Zoning variances may be needed and could be provided through the adoption of a Conditional Use for a Residential Planned Development as proposed.

- (c) Lot Area: A conditional use shall be located on a lot or a zoning lot which conforms to the applicable zone regulations unless a different lot area requirement is otherwise specified in the Zoning Code.

The Plan Commission determined that the proposed Residential Development is in compliance with minimum requirements of the UR3A Zoning District subject to the variations approved herein.

- 8. In evaluating a planned development, the Plan Commission and the Corporate Authorities of the Village have considered the degree to which that development varies from underlying zoning standards of the district in which it will be located, and also considered the benefits of the subject Residential Development such as the following:

- (a) The proposed plan for the subject Residential Development has provided for a 30-foot landscape buffer and an 8-foot wide multi-use path along Cedar Lake Road south of the entrance to the Residential Development that continues through the community, along with a 5-foot wide sidewalk which continues alongside Cedar Lake Road;
- (b) Two (2) park areas (entry gateway and turf near the north end and a playground/open space near the entrance to the Residential Development);
- (c) Approximately 13.9 acres of detention and wetlands, including a 7.4 acre basin along the eastern edge;
- (d) A central open space corridor that will include a pedestrian path within a 40-foot utility easement.

- 9. The Plan Commission and the Corporate Authorities of the Village also considered: (a) the degree to which the Development exhibits extra care and attention to details in excess of Village requirements which enhance the character of the development, (b) the degree to which any requested increase in density reflects an investment in better design, landscaping, or facilities, and (c) the degree to which the Developer has gone to better preserve critical natural environments, restore or mitigate degraded or distressed environments, alleviated off-site problems, and/or provided other improvements, and find as follows:

- (a) The proposed Residential Development will provide a mix of single-family detached dwelling units ranging in size from approximately 1,866 square feet to 2,907 square feet, which will meet a housing need in the community.
- (b) A 30-foot-wide landscaped buffer zone, two (2) additional areas for use as a park and/or open space, an 8-foot-wide multi-use path along Cedar Lake Road, as well as a 5-foot-wide sidewalk along Cedar Lake Road will be provided.

- (c) The proposed Residential Development is located at the intersection of easily accessible arterials and will serve as a buffer to the existing adjacent residential developments.
- (d) Approximately 13.9 acres of detention and wetlands, including a 7.4-acre basin along the eastern edge will protect environmentally sensitive areas, at the same time serving the function of drainage of stormwater.

10. Variations Requested:

As part of the Conditional Use Permit requested by the Petitioner, the Petitioner is seeking approval of the following waivers, variations, and/or exceptions for the subject Planned Development, and the Plan Commission recommended to the Village that the following waivers, variations, and/or exceptions requested by the Petitioner be approved as part of the Conditional Use Permit for the proposed Residential Planned Development for the Subject Property, subject to the conditions set forth herein:

A. Variations from Table 2, “Lot Areas, Yard and Bulk Regulations”, of Section 10-3C-2 of the Village’s Zoning Regulations relative to the UR3A Zoning District to permit the following:

- (i) LOT AREA AND LOT MIX: The Subject Property is presently zoned and classified as part of the Village’s UR3A Zoning District (Urban Residential 3A), and the Petitioner is not requesting rezoning of the Subject Property.

Table 2, “Lot Area, Yard and Bulk Regulations” of Section 10-3C-2 of the Village’s Zoning Regulations requires the following minimum lot sizes for a residential development in the UR3A Zoning District: (1) At least 15% of the lot mix to be 10,200 square feet in area; (2) At least 15% of the lot mix to be 9,300 square feet in area, and (3) Not more than 50% of the lot mix to be 8,000 square feet in area.

In its present form, the preliminary plans for the proposed Residential Development do not comply with these requirements, and the Petitioner is requesting the Village’s approval of variations which would allow the proposed Residential Development to have the following non-compliant mix of lot sizes:

- (a) Approximately 21.5% (28 lots) with a lot size of between 10,280 square feet in area to 13,167 square feet in area, which lot mix percentage exceeds the minimum required;
- (b) Approximately 10.8% (14 lots) with a lot size of approximately 9,300 square feet in area to 10,199 square feet in area, which lot mix percentage does not comply with the minimum requirements of the Village’s Zoning Regulations; and
- (c) Approximately 67.7% (88 lots) with a lot size of 8,000 square feet in area to 9,299 square feet in area, which exceeds the 50% maximum percentage of lots of this size otherwise permitted by the Village’s Zoning Regulations.

- (ii) **FRONT YARD SETBACK:** For all lots within the Development, a variation of 5 feet is being requested to permit each lot to have a front yard setback of 25 feet, notwithstanding the fact that a front yard setback of 30 feet is otherwise required;
- (iii) **SIDE YARD SETBACK:**
 - (a) For lots with an area of 10,200 square feet or more: A variation of 3 feet is being requested to permit lots with an area of 10,200 square feet or more to have a side yard setback of 6 feet, notwithstanding the fact that a side yard setback of 9 feet is otherwise required;
 - (b) For lots with an area of 9,300 square feet: A variation of 2 feet is being requested to permit lots with an area of 9,300 square feet to have a side yard setback of 6 feet, notwithstanding the fact that a side yard setback of 8 feet is otherwise required;
 - (c) For lots with an area of 8,000 square feet: A side yard setback of 6 feet is proposed, which is in compliance with the provisions of the Village's Zoning Regulations, and therefore, no variation for such lots is being requested.
- (iv) **TOTAL SIDE YARD:**
 - (a) For lots with an area of 10,200 square feet or more: A variation of 6 feet is being requested to permit lots with an area of 10,200 square feet or more to have a total side yard of 12 feet, notwithstanding the fact that a total side yard of 18 feet is otherwise required;
 - (b) For lots with an area of 9,300 square feet or more: A variation of 4 feet is being requested to permit lots with an area of 9,300 square feet to have a total side yard of 12 feet, notwithstanding the fact that a total side yard of 16 feet is otherwise required;
 - (c) For lots with an area of at least 8,000 square feet: A total side yard of 12 feet is proposed, which is in compliance with the provisions of the Village's Zoning Regulations, and therefore, no variation for such lots is being requested.
- (v) **SETBACK ABUTTING A STREET:** A variation of 5 feet is being requested to permit each lot to have a setback abutting a street of 25 feet, notwithstanding the fact that a 30-foot setback is otherwise required by the Village's Zoning Regulations.
- (vi) **LOT COVERAGE AND LOT MIX:** The Petitioner is requesting variations with respect to lot coverage and lot mix as follows:
 - (a) For lots with an area of 10,200 square feet or more: a variation is being requested to permit each lot to have 35% coverage, notwithstanding the fact that 30% coverage is permitted and no variation is being requested with regard to lot mix which requires at least a 15% lot mix;

- (b) For lots with an area of 9,300 square feet or more: a variation is being requested to permit each lot to have 60% coverage, notwithstanding the fact that 35% coverage is permitted and no variation is being requested with regard to lot mix which requires at least a 15% lot mix; and
 - (c) For lots with a respective area of at least 8,000 square feet: a variation is being requested to permit each lot to have 60% coverage, notwithstanding the fact that 40% coverage is permitted and a variation is being requested so that the Petitioner may exceed 50% of this lot mix, notwithstanding the fact that the Village's standards provide that such lot mix shall be not more than 50% of the lot mix.
- (vii) FLOOR AREA RATIO ("FAR"): The Petitioner is proposing to construct single-family detached residential dwelling units ranging in size from approximately 1,866 square feet to 2,907 square feet on each of the 130 lots in the proposed Residential Development. Approximately 101 lots out of 130 lots, will have a lot size of between approximately 8,000 square feet and 10,070 square. Therefore, the proposed planned development will have a 75% lot mix with a FAR of 45%, notwithstanding the fact that the Village's Zoning Regulations provide that not more than 50% of the lot mix shall have a maximum FAR of 45%. Therefore, a variation, waiver, and/or exceptions from this maximum FAR standard and lot mix percentage standard would be required.
- (viii) IMPERVIOUS SURFACE RATIO: Variations from Section 10-8-1, "Site Capacity Calculation", of the Village's Zoning Regulations relative to the maximum impervious surface ratio are being requested to allow more impervious surface per lot than otherwise permitted by Section 10-8-1, as follows:
- (a) For lots with an area of 10,200 square feet or more: No variations from the permitted maximum impervious surface ratio are being requested;
 - (b) For lots with an area of 9,300 square feet or more: A variation of 15% from the permitted maximum impervious surface ratio is being requested to permit lots with an area of 9,300 square feet or more to have a maximum impervious surface ratio of 60%, notwithstanding the fact that a 45% impervious surface ratio is otherwise permitted; and
 - (c) For lots with an area of at least 8,000 square feet: A variation of 10% from the required maximum impervious surface ratio is being requested to permit lots with an area of 8,000 square feet or more to have a maximum impervious surface ratio of 60%, notwithstanding the fact that a 50% impervious surface ratio is otherwise permitted.
11. Approval of all of the foregoing is subject to the Petitioner's receipt in writing of all applicable approvals, and the Petitioner shall and does hereby agree to use diligent, good faith efforts to apply for and pursue the approvals necessary for construction of the subject Residential Development and related improvements.

12. The Conditional Use Permit for a Planned Development will authorize the establishment, operation, and maintenance on the Subject Property of a Planned Development for not more than 130 single-family homes, ranging in size from approximately 1,866 square feet to 2,907 square feet on 130 lots, each lot being not less than 8,000 square feet in area, as well as other related and/or required improvements which include but are not limited to water mains, sanitary sewers, storm sewers, storm water management facilities, parking, lighting, landscaping, and two (2) park areas, an 8-foot wide multi-use path along a portion of Cedar Lake Road that continues through the community, a 5-foot wide sidewalk which continues alongside Cedar Lake Road, a central open space corridor that will include a pedestrian path within a 40-foot utility easement, as well as the approval of variations from certain provisions of the Village of Lake Villa Village Code, including Title 10 thereof, "Zoning Regulations", relative to lot area, lot mix, front yard and side yard setbacks, total side yard setbacks, setback abutting a street, floor area ratio ("FAR"), and impervious surface ratio, subject to receipt of all applicable approvals, and such use is compatible with other uses permitted in the UR4 Zoning District.
13. The final plans for the Planned Development must be modified in order to comply with the requirements and standards of an ordinance granting final approval of the Residential Planned Development, and in order to be consistent with the Village's Planned Development regulations set forth in the Zoning Regulations of the Village, the final plans for the subject Planned Development shall meet the requirements and standards for planned developments located within the UR3A Zoning District of the Village, subject to the variations, waivers, and/or exceptions specifically approved for the subject Planned Development.
14. The Planned Development will produce a public benefit meeting the planning objectives and standards of the Village.
15. The Planned Development will make adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects areas for common open space and other amenities.
16. The Planned Development will be compatible with and beneficial to the adjacent properties and to the neighborhood, and the Planned Development is a desirable addition to the Village's available housing options, tax base and economic well-being.
17. In reviewing and approving the Petitioner's request for a Conditional Use for a PUD, the following standards were reviewed and considered pursuant to the Village's Zoning Regulations:
 - (a) Location: The site is so situated that the Planned Development will be compatible with the existing and planned future development in the area. The Planned Development is located along major arterials and is compatible with adjacent residential developments.
 - (b) Zoning District Requirements: The Planned Development shall be in compliance with minimum requirements for the Village's UR3A Zoning District which apply to such uses, except where specifically amended by the conditions under which the Conditional Use for the Planned Development is granted.

- (c) Lot Area: The Conditional Use for a Planned Development will be located on a parcel or tract which will conform to the minimum requirements of the UR3A Zoning District, subject to the waivers, variations, and/or exceptions approved by Village ordinance.
18. The Plan Commission has considered the degree to which, if at all, the Planned Development will vary from underlying zoning standards of the UR3A Zoning District in which it is located, and has also considered the benefits of the Planned Development such as the following:
- (a) The Planned Development plan will provide a 30-foot landscape buffer and an 8-foot wide multi-use path along a portion of Cedar Lake Road south of the entrance to the Residential Development that continues through the community, along with a 5-foot wide sidewalk which continues alongside Cedar Lake Road, subject to receipt of all applicable approvals;
 - (b) Two (2) park areas (entry gateway and turf near the north end and a playground/open space near the entrance to the Residential Development);
 - (c) The Planned Development includes approximately 13.9 acres of detention and wetlands, including a 7.4 acre basin along the eastern edge;
 - (d) The Planned Development includes a central open space corridor that will include a pedestrian path within a 40-foot utility easement.
19. The Plan Commission has considered: (a) the degree to which the Planned Development exhibits extra care and attention to details in excess of Village requirements which enhance the character of the Planned Development, (b) the degree to which any requested increase in density reflects an investment in better design, landscaping, or facilities, and (c) the degree to which the Developer has gone to better preserve critical natural environments, restore or mitigate degraded or distressed environments, alleviated off-site problems, and/or provided other improvements.
- (a) The Planned Development will provide a mix of single-family detached dwelling units ranging in size from approximately 1,866 square feet to 2,907 square feet, which will meet a housing need in the community.
 - (b) A 40-foot-wide landscaped buffer zone, two (2) additional areas for use as a park and/or open space, an 8-foot-wide multi-use path along Cedar Lake Road, as well as a 5-foot-wide sidewalk along Cedar Lake Road
 - (c) The Planned Development is located at the intersection of easily accessible arterials and will serve as a buffer to the existing adjacent residential developments.
 - (d) Approximately 13.9 acres of detention and wetlands, including a 7.4-acre basin along the eastern edge.
20. CONDITIONS OF PRELIMINARY APPROVAL:

The Lake Villa Plan Commission recommended to the Mayor and Board of Trustees preliminary approval of the Application of CalAtlantic Group, LLC, for preliminary PUD

Approval for a Conditional Use Permit based upon the foregoing findings of fact and subject to the Petitioner's compliance with the following conditions for preliminary approval:

- A. The Petitioner shall modify its Plans prior to the Petitioner seeking final approval, and shall submit final Plans at the time of final Plat review by the Plan Commission and Corporate Authorities of the Village, which shall be in compliance with the following comments and conditions received from the Village's Consulting Engineer, Jon Tack, P.E., in his Memorandum dated March 22, 2025:

(1) GENERAL COMMENTS:

- (a) As-Built Drawings: Prior to final approval of the stormwater improvements, as-built/record drawings for all stormwater facilities improvements per the Village's Watershed Development Ordinance shall be provided by the Petitioner to the Village for the review and approval by the Village Engineer.
- (b) Detention Basin/Plat of Survey: The detention basins and overland flow routes shall be placed in a plat restricted area per the Village's Watershed Development Ordinance requirements. The Petitioner shall provide a Plat of Survey for recording that includes all stormwater facilities (basin, storm sewer, bio-swales, overland routes, etc.).
- (c) Final Engineering: Final engineering shall provide contact information for the required designated erosion control inspector (DECI). Weekly reports from the DECI will need to be emailed to the Village Administrator for review and approval by the Village Engineer.
- (d) Stormwater Plan ("SWPPP"): The Petitioner shall provide to the Village for review and approval by the Village Engineer a copy of the proposed Stormwater Pollution Prevention Plan.
- (e) Permits: Prior to issuing any site development permit, the Petitioner shall obtain and provide to the Village copies of all applicable permits, including but not limited to a copy of the NPDES NOI approval letter.
- (f) Maintenance Plan, Stormwater Facilities: The Petitioner shall provide to the Village, for the review and approval of the Village Engineer, or his or her designee, a maintenance plan for the stormwater facilities, in a format which shall provide for its recording with the Plat for stormwater facilities.
- (g) Approval Letters: The Petitioner shall provide to the Village, for review and approval by the Village Engineer, or his or her designee, all wetland, boundary approval, jurisdictional determination (JD) and letter of no impact as applicable for the proposed Development. All wetland impacts will need mitigation.

- (h) Maintenance Plan, Plantings, Surety: The emergent plantings and the wet meadow seed mix areas proposed in the detention basins will require a 3-year maintenance and monitoring program with bi-annual reports to the Village on the quality and establishment of the plantings. A maintenance surety shall be on deposit during the monitoring program. Please have the landscape architect prepare a maintenance plan and cost estimate for surety.
- (i) All submittals of plans and calculations shall be signed and sealed by an Illinois Registered Professional Engineer.
- (j) Stormwater Report:
 - (i) The Petitioner shall obtain and provide to the Village the Lake County Stormwater Management Commission's approval for the depressional areas greater than 20 acres.
 - (ii) The Petitioner shall provide to the Village the Final Stormwater and Floodplain Design Report, which needs to include all supporting data, such as but not limited to, exhibits for sub-drainage areas and disturbed area versus area tributary to detention basins, storm sewer design calculations, inlet capacity, spillway, Tc, rainfall, etc.
 - (iii) All homes shall have a designated sump pump discharge pipe that is connected to the storm sewer system.
 - (iv) The Petitioner shall provide detailed water quality and runoff volume reduction (RVR) calculations.
 - (v) Include in the discussion and calculations: The equalizer pipe for basin 2A and 2B needs to show that the pipe will convey drainage so that the basins act as one. The runoff area to each basin should be determined and compared to the volume of the basin, the tributary area to each basin versus the volume of each basin.
 - (vi) Cross-sections for the floodplain fill and compensatory storage area with calculations are required. As-built cross-sections and calculations are required.

(2) SHEET COMMENTS

- (a) Preliminary Engineering:
 - (i) The grading sheets need T/F's, garage slab elevations, driveway location and slope, complete site grading with proposed contours and spot grades, overland and emergency overland routes, etc.
 - (ii) All details shall be included; restrictor structures, CB, MH, riprap, pump, erosion and sediment control, etc.
 - (iii) The Landscape Plan should provide a cross-section clearly indicating the seeding zones.

(b) Preliminary Plat:

- (i) Stormwater Management Easements 1, 2, and 3 need to be defined. The maintenance of the stormwater management facility and the outfall system needs to clearly define the HOA as the responsible party.
- (ii) The right-of-way dedication needs to define “For Public Street Purposes”; sidewalks, utilities, etc.
- (iii) Outlots need to be defined.

B. The Petitioner shall modify its Plans prior to the Petitioner seeking final approval, and shall submit final Plans at the time of final Plat review by the Plan Commission and Corporate Authorities of the Village, which shall be in compliance with the following comments and conditions received from the Village’s Consulting Engineer, Applied Technologies, in their Memorandum dated March 21, 2025 required:

(1) PRELIMINARY PLAT:

(a) Easements:

- (i) Provide to the Village a copy of Sanitary Sewer and Watermain Easement Document No. 3083816 to the Village.
- (ii) The Developer proposes to dedicate an additional 10 feet to the Cedar Lake Road east right-of-way. This area includes an existing Village easement.
- (iii) The Development must dedicate an additional 10 feet of easement for Sanitary Sewer and Watermain Easement outside of the existing easement of Document No. 3083816.

(2) PRELIMINARY ENGINEERING PLANS:

(a) Right-of-Way:

- (i) Maple Drive, from Cedar Lake Road to Walnut Way (approximately 200 feet) is considered a Secondary Thoroughfare and should have a 66-foot right-of-way.

(b) Grading:

- (i) Outlot F is a flat bottom detention basin for over 1,200 feet. This will result in localized ponding. Detention basin design should follow best practices. Inlets of the detention basin should be located/designed in a manner to prevent short-circuiting of flow to outlet.
- (ii) Grading plans shall include all proposed grading, including proposed lot grading and road grading. Spot elevations shall be provided per Village Ordinance.

(3) WATER SYSTEM: The Petitioner shall:

- (a) Modify or cause to be modified the water main connection from Oakwood Avenue to route north of Lot 34 and connect to end of Walnut Way water main to remove any possible dead end.

- (b) Provide provisions, including appropriate valving and tee, for property to the north which will connect at the end of Walnut Way.
 - (c) Adjust the location of isolation valves and hydrants. To simplify this process, the Petitioner shall schedule a meeting with the Village to obtain Village approval in writing for placement of water improvement structures.
- (4) **STORMWATER SEWER SYSTEM:** The storm sewer system shall have extensions so all lots can connect subsoil drain systems. Sump pump service stubs extending from the public storm sewer system shall be installed to receive subsoil drain pump discharge from each lot fronting on a street having curbs and gutters, connecting to a storm sewer of the subdivision drainage system. Service stubs may be installed in the side yards of lots in residential subdivisions in such a manner that two (2) adjacent lots may be served by a single stub. All stubs shall extend to a point one foot (1') inside of the lot line. Where a public storm sewer is installed in a rear or side yard easement on or adjoining a lot, the service stub may be extended from such storm sewer to any point on the lot within one foot (1') of such easement.
- C. The Petitioner shall modify its Plans prior to the Petitioner seeking final approval, and shall submit final Plans at the time of final Plat review by the Plan Commission and Corporate Authorities of the Village, which shall be in compliance with the following comments and conditions received from the Lake Villa Fire Protection District in their letter of March 19, 2025:
 - (1) 2018 IFC 102.7 – Referenced Codes and Standards (District Adopted Code): The codes and standards referenced in this code, listed in Chapter 80 and Appendixes B, C, D, E, F, G, and I, are hereby incorporated into the Lake Villa Fire Prevention Code and shall be considered part of the requirements of this Code to the extent prescribed by each such reference. Where differences occur between the provisions of this Code and referenced standards, the more restrictive standard shall apply.
 - (2) 2018 IFC C105.1 – Hydrant Spacing: The average spacing between fire hydrants shall not exceed that listed in Table C105.1. The average spacing between hydrants shall be 300 feet due to dead end conditions with the maximum distance from any point on street or road frontage to a hydrant being 175 feet. It appears both developments exceed these distances. Additional hydrants/repositioning shall be required to meet the IFC requirements except as otherwise approved by the Village Administrator or his designee.
 - (3) 2018 IFC D103.1 – Access Road Width with Hydrants: Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders. Vehicle weight shall also be taken into account with these requirements for road/emergency access specifications. The gross vehicle weight rating of the Fire District's ladder truck is 76,000 pounds.
 - (4) 2018 IFC D103.6 – Signs: Where required by the fire code official, fire apparatus access roads shall be marked with a permanent "NO PARKING – FIRE LANE" signs complying with Figure D103.6. Signs shall have a dimension of 12 inches

wide by 18 inches high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

- (5) 2018 IFC D107.1 – One- or Two-Family Residential Developments. Two Separate and Approved Fire Apparatus Access Roads Shall Be Provided: Petitioner shall design the secondary access road currently shown on the preliminary plat so that such access road’s width, weight load capacity, signage and access (i.e. no emergency gate shall be installed) shall constitute a separate and approved fire apparatus access road.
 - (6) 2018 IFC 507.5.5 – Clear Space Around Hydrants: A 3-foot clear space shall be maintained around the circumference of all fire hydrants.
- D. The Petitioner shall modify its Preliminary Landscaping Plan and Tree Replacement Preservation Report last revised January 31, 2025 prior to the Petitioner seeking final approval, and shall submit final Plans at the time of final Plat review by the Plan Commission and Corporate Authorities of the Village, which shall be in compliance with the following conditions:
- (1) The Petitioner shall provide indication of designated woodland areas on the property (as defined in Chapter 2 of Title 10, “Zoning Regulations”, of the Lake Villa Village Code), to be accepted by the Village upon determination of the Village Administrator that the woodlands meet the zoning definition;
 - (2) The Tree Replacement Plan shall indicate which trees in the defined woodland areas require replacement and the number of replacement trees to be provided, as indicated by Table V-E6 in Section 10-8-3(G)(6) of Title 10, “Zoning Regulations”, of the Lake Villa Village Code;
 - (3) Any variance from the required number and size of replacement trees may be considered by the Village as alternative compliance with the Village Code and accepted upon a finding by the Village Administrator that the proposed replacement plan is in keeping with the intent of the Village’s landscaping requirements.
- E. The Petitioner shall modify its Plans prior to the Petitioner seeking final approval, and shall submit final Plans at the time of final Plat review by the Plan Commission and Corporate Authorities of the Village, which shall be in compliance with the following additional conditions:
- (1) Signage Plan: A revised signage plan shall be submitted by Petitioner which corrects the title of the development to “Cedar Lake Estates”, which complies with the all requirements for temporary signs as set forth in the Village’s Signage Regulations, i.e., Article D of Chapter 6, “Zoning Requirements”, of Title 10, “Zoning Regulations” including but not limited to requirements as to square footage, height and number, and which provides all required placement, number and size information for all proposed permanent monument signs.

- (2) Construction Activities Plan: Petitioner shall submit a construction activities plan in accordance with Section 10-9-1.8 (A)(m) of the Lake Villa Village Code
- (3) Development Schedule: Petitioner shall submit a PUD development schedule which shall be required for final PUD approval pursuant to Section 10-9-1.8 (A)(r) of the Lake Villa Village Code.
- (4) Proposed Covenants to be Submitted and Homeowners' Association to be Established:
 - (a) At the time of final plat approval, the Petitioner shall submit proposed covenants pursuant to Section 10-9-1.8 (A)(o) of the Lake Villa Village Code for the prior written approval of the Village Administrator, or his designee.
 - (b) Petitioner shall submit more detailed homeowners association information, etc. to the Village at the time of final PUD approval pursuant to Section 10-9-1.8 of the Lake Villa Village Code.
- (5) Certificate of No Delinquent Taxes: Petitioner shall submit a Certificate of No Delinquent Taxes pursuant to 10-9-1.8 (A)(n) of the Lake Villa Village Code.
- (6) Market Impact Study: Petitioner shall submit a revised and corrected Market Impact Study utilizing a corrected population for the Village of Lake Villa of approximately 8,625 instead of the 36,363 population used in the study submitted.
- (7) School Impact Study: The Petitioner's school impact study does not use the density formula set forth in the Village's Subdivision Regulations which applies to all PUDS. Therefore, the Petitioner shall be required to pay all school impact fees as calculated utilizing the density formula set forth in the Lake Villa Village Code in Section 11-2-4(H)(4) and not the density formula utilized in the school impact study submitted by Petitioner, unless and until an executed agreement between the school district(s) and the Petitioner provide for a lesser amount.
- (8) Lighting Plan:
 - (a) The Petitioner shall submit a lighting plan to the Village that complies in full with all requirements and specifications in the Village's lighting and street lighting regulations; and
 - (b) The Petitioner shall also comply with the IDNR letter dated November 8, 2024, which provides that any required night lighting should follow International Dark-Sky Association's Five Principles for Responsible Outdoor Lighting to minimize the effect of light pollution on wildlife.
- (9) Tree Removal: The Petitioner shall comply with the IDNR November 8, 2024 letter that provides that "if tree clearing is necessary, the Department recommends removing trees between November 1st and March 31st to avoid impacts to birds and bats".
- (10) Lake County Watershed Development Ordinance Permit/U.S. Army Corps of Engineers Permit or No Permit Required Letter: The Petitioner shall obtain a

Lake County Watershed Development Ordinance permit and shall be required to obtain and submit to the Village all necessary approval(s) or a "no permit required" letter from the Army Corps of Engineers.

- (11) Preliminary Geometry Plan: The Petitioner shall revise its preliminary geometry plan to comply with the Lake County Department of Transportation's letter dated December 6, 2024 requiring that Petitioner utilize Lake County standard recessed pavement markers.
- (12) Prior to Commencement of Construction:
 - (a) The Petitioner shall construct and/or install all streets, stormwater management, sanitary sewer(s), water system improvements, and other related improvements required for the Development in advance of any construction on any dwelling unit(s), all in accordance with the final plan approved by the Corporate Authorities of the Village or by the Village Administrator, or his designee.
 - (b) The Petitioner shall pay all required school impact fees as required by the Lake Villa Village Code unless a written and executed agreement between the school district(s) and the Petitioner provide for a lesser amount and shall pay all required park impact fees as required by the Lake Villa Village Code, which such payment(s) must be made no later than the time of building permit issuance for each dwelling unit.
 - (c) The Petitioner shall secure in writing all permits and approvals from the Village, from CLCJAWA, from Fox Lake and Lake County Public Works, for sewer, water and storm sewer service for the Development.
 - (d) The Petitioner shall secure in writing all permits and approvals from the Lake County Division of Transportation for all access, road improvements, or other transportation infrastructure required for the Development.
 - (e) The Petitioner shall deposit with the Village Treasurer an irrevocable letter of credit in a form substantially as set forth on Exhibit B attached hereto and thereby made a part hereof and acceptable to the Village Attorney and in an amount approved by the Village Administrator as a performance guarantee for all required on-site and off-site improvements for the Development.
- (13) Back-Up Special Service Area: Within six (6) months of the Petitioner's closing on its acquisition of the Subject Property, the Village shall establish a back-up Special Service Area for the Development with a maximum SSA ad valorem special tax rate not to exceed .10%. The Petitioner's maintenance obligations for the Development will be secured by the back-up Special Service Area and shall be subject to a 30-day notice and cure period for the following maintenance and other purposes:

- (a) Infrastructure, including but not limited to streets, water and sanitary sewer services, stormwater management improvements, sidewalks, trails, and landscaping.
 - (b) Maintenance of common areas and amenities.
 - (c) Snow removal and ice control within the Development.
 - (d) Payment of any unpaid water and sewer bills.
 - (e) The Village will not levy any special taxes to fund said back-up Special Service Area so long as the Petitioner complies in a timely manner with all of its maintenance obligations for the Development.
- (14) As-Built Plans: Prior to the issuance of any temporary or final Certificate of Occupancy for the Development, the Petitioner shall provide to the Village “as built” final plans showing the precise location of all improvements to the Subject Property, including all buildings, utilities, streets, sidewalks, trails, detention or retention ponds and drainage swales, provided, however, the Village acknowledges that the Petitioner may apply for temporary or final Certificates of Occupancy on a building by building basis.
- (15) Blanket Easement: The Final Plat for the Development shall include the dedication of one or more easements over, under, across, and through the entire Subject Property for the purpose of maintenance by the Village of the public water and sewer mains at such times and in such circumstances as the Village deems expedient, but the Village shall have the right but not the obligations to do so. The Village shall also have such a blanket easement but not the obligation to perform such maintenance as it deems necessary through such a Special Service Area.
- (16) Approval of the requested waivers, variations, and/or exceptions does not imply and shall not be construed as approving or granting any other variation, waiver, or exception from any other provisions of the Village of Lake Villa Zoning Regulations, the Village of Lake Villa Village Code, or from the provisions of any other ordinances of the Village of Lake Villa.

WHEREAS, subject to the terms and conditions hereinafter set forth, the Mayor and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to grant preliminary approval of the Petitioner’s Application for Preliminary PUD Approval for the Subject Property in accordance with the Zoning Ordinance of the Village and the other applicable ordinances of the Village:

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

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

SECTION 2: The Mayor and Board of Trustees of the Village of Lake Villa hereby accept and approve the Recommendation and Findings of Fact of the Lake Villa Plan Commission dated May 1, 2025, which are hereby incorporated herein by reference.

SECTION 3: Preliminary Approval of Petitioner's Application: Subject to the terms and conditions of this Ordinance, as well as the conditions and limitations in the Zoning Regulations and/or Subdivision Regulations of the Village, the Mayor and Board of Trustees hereby approve the Petitioner's Application for Preliminary Approval of a Planned Unit Development consistent with the following preliminary exhibits, subject to the conditions set forth herein and the requirements for modifications as set forth herein, copies of which exhibits are attached hereto as Group Exhibit A and thereby made a part hereof:

- (a) Preliminary Plat of Subdivision prepared by R.E. Allen and Associates, Ltd. and last revised April 22, 2025;
- (b) Preliminary Engineering prepared by Pearson, Brown & Associates, Inc. and last revised April 22, 2025;
- (c) Preliminary Stormwater Management Report prepared by Pearson, Brown & Associates, Inc. and last revised December 13, 2024;
- (d) ALTA/NSPS Land Title Survey prepared by R.E. Allen and Associates, Ltd. and last revised March 26, 2024;
- (e) Wetland Delineation Report prepared by Midwest Ecological, Inc. and last revised September 27, 2024;
- (f) Wetland Exhibit prepared by Pearson, Brown & Associates Inc. and last revised October 14, 2024;
- (g) Natural Resources Information Report prepared by McHenry-Lake County Soil & Water Conservation District dated January 15, 2025;
- (h) Lake County Stormwater Management Commission's letter approving the existing base flood elevation and dated May 2, 2025;
- (i) Preliminary Landscaping Plan and Tree Preservation Report prepared by Gary R. Weber Associates, Inc. and Pearson, Brown & Associates, Inc. last revised January 31, 2025;
- (j) Traffic Impact Study prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. dated November 15, 2024;
- (k) Preliminary Geometry Plan prepared by Pearson, Brown & Associates, Inc. dated November 12, 2024;

- (l) Sight Distance Exhibit prepared by Pearson, Brown & Associates, Inc. dated November 15, 2024;
- (m) Auto-Turn Exhibit prepared by Pearson, Brown & Associates, Inc. last revised April 22, 2025; and
- (n) Architectural Plans prepared by Lennar and presented to the Plan Commission on May 1, 2025.

Notwithstanding anything shown on or implied by the above preliminary exhibits, no variation, exception or waiver shall be approved or implied by this Ordinance or by the Ordinance which may provide for final PUD approval, unless such variation(s), exception(s), or waiver(s) are each specifically and expressly stated in writing in one or both of such ordinances. Any approval of preliminary exhibits for the purposes of this Ordinance, and/or by the Ordinance hereafter providing for final PUD approval, and/or by any amendments thereto shall not constitute approval of said plans for any other purposes under the Lake Villa Village Code, the Lake Villa Zoning Regulations, or any other applicable ordinances of this Village, and no grant of any variation(s), waiver(s) or exception(s) from any ordinances of the Village are intended or provided unless same are specifically and expressly stated in the final PUD ordinance.

SECTION 4: Express Conditions of Preliminary Approvals: The preliminary approvals for the proposed Development granted pursuant to this Ordinance shall be subject to the following conditions, restrictions, and limitations, and the Petitioner's failure to comply with any of the provisions of this Ordinance may, in the reasonable discretion of the Corporate Authorities of the Village, and upon adoption of a subsequent Ordinance relative thereto, revoke such preliminary approvals as herein granted:

- (A) The Petitioner shall revise and submit to the Village for the Village's review at the time of final Plat approval all documents identified in Section 3, "Preliminary Approval of Petitioner's Application", of this Ordinance, in modified form consistent with this Ordinance.
- (B) No Authorization for Development Activity: The approvals granted by this Ordinance are not and shall not be interpreted in any manner as an authorization for Petitioner and/or its

assigns, employee(s), contractor(s), and/or agent(s) to commence any development activity on the Subject Property. The approval(s) granted in this Ordinance are preliminary only and do not authorize and/or imply the authorization of the issuance of any Village permit(s) for the Development, including but not limited to no watershed development permit(s), no building permit(s), no earth-moving permit(s), nor any sewer or water connection permits, which approval shall not occur unless and until the Village Board has first issued its final approval of a Conditional Use Permit for a Planned Development for the Subject Property by a separate and subsequent Ordinance of the Village. The Conditional Use Permit for the Development, as ultimately approved in final form by a separate Ordinance, shall be subject to the condition precedent that the Petitioner has closed on its purchase of the Subject Property and has provided to the Village a recorded copy of the deed of conveyance, as well as such reasonable conditions of approval as the Corporate Authorities of the Village shall determine to be necessary, expedient, desirable, and/or appropriate and may include, at the sole discretion of the Corporate Authorities of the Village, and such other requirement(s) and/or condition(s) which shall be applicable to the proposed Development.

- (C) Subdivision of the Subject Property: No development activity shall occur and no portion of the Subject Property shall be developed until and unless a final Plat (meaning, a final Plat of Subdivision or a final Planned Development Plat) for the Development has been approved by Ordinance of the Village Board and recorded with the Lake County Recorder of Deeds, a copy of which recorded Plat shall be promptly provided to the Village by the Petitioner.
- (D) Prior to commencement of construction:
 - (i) The Petitioner shall construct and/or install all streets, stormwater management, sanitary sewer(s), water system improvements, and other related improvements required for the Development in advance of any construction on any dwelling unit(s), all in accordance with the final engineering approved by the Corporate Authorities of the Village or the Village Administrator, or his designee.

- (ii) The Petitioner shall pay all required school impact fees as required by the Lake Villa Village Code unless a written and executed agreement between the school district(s) and the Petitioner provide for a lesser amount and shall pay all required park impact fees as required by the Lake Villa Village Code, which such payment(s) must be made no later than the time of building permit issuance for each dwelling unit.
 - (iii) The Petitioner shall secure in writing all permits and approvals from the Village, from CLCJAWA, from Fox Lake and Lake County Public Works, for sewer, water and storm sewer service for the Development.
 - (iv) The Petitioner shall secure in writing all permits and approvals from the Lake County Division of Transportation for all access, road improvements, or other transportation infrastructure required for the Development.
 - (v) The Petitioner shall deposit with the Village Treasurer an irrevocable letter of credit in a form substantially as set forth on Exhibit B attached hereto and thereby made a part hereof and acceptable to the Village Attorney and in an amount approved by the Village Administrator as a performance guarantee for all required on-site and off-site improvements for the Development.
- (E) Within six (6) months of the Petitioner's acquisition of the Subject Property, the Village shall establish a back-up Special Service Area for the Development with a maximum SSA special tax rate not to exceed .10%. The Petitioner's maintenance obligations for the Development will be secured by such back-up Special Service Area and shall be subject to a 30-day notice and cure period for the following maintenance and other purposes:
- (i) Infrastructure, including but not limited to streets, water and sanitary sewer services, and a permanent easement in favor of the Village for same, stormwater management improvements, sidewalks, and landscaping. However, this does not include any water mains and sanitary sewer mains, if any, which will be dedicated to and maintained by the Village;
 - (ii) Maintenance of common areas and amenities;
 - (iii) Snow removal and ice control within the Development; and
 - (iv) Payment of any unpaid water and sewer bills.
- The Village will not levy any special taxes to fund said back-up Special Service Area so long as the Petitioner complies in a timely manner with all of its maintenance obligations for the Development.
- (F) Prior to the issuance of the first final Certificate of Occupancy for the Development, the Petitioner shall provide to the Village "as built" final plans showing the precise location of all improvements on or related to the Subject Property, including all buildings, utilities, sewer

mains, water mains, streets, sidewalks, paths, detention or retention ponds, drainage swales and other stormwater management facilities, provided, however, the Village acknowledges that the Petitioner may apply for temporary or final Certificates of Occupancy on a building by building basis.

- (G) The Final Plat for the Development shall include the dedication to the Village of a non-exclusive easement over, under, across, and through the Subject Property for the purpose of maintenance by the Village of the public water and sewer mains at such times and in such circumstances as the Village deems expedient, but the Village shall have the right to do such maintenance, but not the obligation to do so.
- (H) Fees and Costs: In compliance with applicable provisions of the Village of Lake Villa Village Code, including but not limited to Title 10, “Zoning Regulations”, Title 11, “Subdivision Regulations”, and Section 1-5-3, “Debts and Legal Obligations Due to the Village” thereof, Petitioner is and shall be required to timely pay all applicable fees and costs and/or to reimburse the Village for any and all costs incurred by the Village relating to the proposed Development and any approvals related thereto (including but not limited to review and preparation of documents for granting preliminary and final approvals thereof and enforcement of such approvals), including any costs associated with the review and approval of plans and other documents prepared or to be prepared by Petitioner relative to the proposed Development. Any amount not paid within 30 days after delivery of an invoice in writing for such payment, along with interest and the costs of collection, shall become a lien upon the Subject Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate. The Village shall provide a tax-exempt letter to the Petitioner but only relative to materials used to construct public improvement(s) to be owned by or dedicated to the Village.

- (I) Binding Effect: The rights and obligations set forth in this Ordinance shall be and are binding upon and inure to Petitioner and upon any and all of Petitioner's heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property; provided that the effect of this Ordinance shall be superseded upon passage of an ordinance granting the final approval of a Conditional Use Permit for a Planned Development for the Subject Property. To the extent that a successor becomes bound to the obligations created herein pursuant to a transferee assumption agreement acceptable to the Village, and such successor demonstrates to the Village that it has the financial viability to meet the obligations herein, the Petitioner may be released from its obligations under this Ordinance to the extent of the transferee's assumption of such liability. The failure of the Petitioner to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Petitioner remaining fully liable for all of its obligations under this Ordinance but shall neither preclude a transfer nor relieve the transferee of its liability for all such obligations as a successor to Petitioner. Notwithstanding the foregoing, Petitioner may assign its rights and obligations set forth in this Ordinance to one or more affiliates, which affiliate(s) will become the fee simple owner of the Property, and the Village consents to such assignment to Petitioner's affiliate(s) without the need for a transferee assumption agreement, but the assignment of this Ordinance and the preliminary approval herein provided to any third party other than a wholly-owned affiliate of the Petitioner shall require such a transferee assumption agreement executed by such third-party transferee and the written consent of the Corporate Authorities of the Village.
- (J) Duration of Approved Preliminary Plan: The Approved Preliminary Plans shall remain in force subject to the limitations set forth in the Zoning Ordinance.
- (K) Indemnification:

- (1) The Village agrees to cooperate with the Petitioner, and/or its successors and/or assigns, in defending any action which contests any aspect of this Ordinance and the Conditional Use for a Planned Development which is granted preliminary approval herein. The Petitioner, for itself individually as well as on behalf of its successors and/or assigns, agrees to hold harmless and indemnify the Village, its elected and appointed officials, officers, employees, and other agents (the “Indemnified Village Parties”) relative to any such actions and/or costs, claims, or expenses relative thereto, and all costs, including attorneys’ fees, incurred by the Village in connection therewith (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Village Parties) shall be paid for by the Petitioner or reimbursed to the Village by the Petitioner. The Village may require a reasonable deposit by the Petitioner to cover any such anticipated costs.
- (2) The Petitioner hereby undertakes and agrees, to the greatest extent permitted by law, to indemnify, defend, save and keep harmless the Indemnified Village Parties from and against any loss, cost, damage, liability, claim or expense, including attorneys’ fees, which any of the Indemnified Village Parties may suffer, incur or sustain from or arising out of any injuries to or death of any person or persons, or damage to or loss of any real or personal property, including but not limited to damage to the Property of the Petitioner and/or to the property of tenants or invitees of the tenants, including but not limited to damages due to or resulting directly or indirectly from the Subject Property and/or from any use and/or occupancy of the Subject Property and/or from the Conditional Use Permit herein granted preliminary approval (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Village Parties).

(L) Remedies:

- (1) Any violation of this Ordinance shall also be deemed a violation of the Village of Lake Villa Zoning Code and the Lake Villa Village Code and each day such a violation exists or continues shall constitute a separate offense. As provided in the Village of Lake Villa Village Code, each such offense shall be punishable by a mandatory minimum daily fine of not less than \$100.00 per day and not more than \$750.00 per day as provided by the Village of Lake Villa Zoning Regulations and the Lake Villa Village Code.
- (2) In the event the Petitioner, and/or its successors and/or assigns, fails to timely pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance or pursuant to the other applicable ordinances of the Village, or if the Petitioner otherwise violates this Ordinance, or is otherwise in default in its obligations under this Ordinance, and has been notified of and failed to cure such default within thirty (30) days after receipt of such notice by the Petitioner and/or its successor(s) and/or assign(s), the Village shall be entitled to all remedies available at law and/or in equity and, in addition to all other remedies available including those otherwise set forth in this Ordinance, the Village may suspend, revoke, or decline to issue any building, occupancy and/or other permit, license(s), or approvals required by the ordinances of the Village and/or the Village may suspend or revoke the Conditional Use Permit herein granted. Such notice as required by this Subparagraph 2 may be sent via email and/or via U.S. Certified Mail, Return Receipt Requested, and Postage Prepaid.
- (M) Severability Clause: It is the intention of the Corporate Authorities of the Village that this Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, provision, part, or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. If any section, subsection, subdivision, 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 it would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

(N) Exhibits: Attached hereto as Group Exhibit A and thereby incorporated herein by reference, are all the submittals which were reviewed and considered by the Plan Commission and by the Corporate Authorities of the Village. All such exhibits attached to this Ordinance are deemed to be and are expressly made a part of and incorporated into this Ordinance to the same extent as if each such exhibit had been set forth in its entirety in the body of this Ordinance, provided, however, the exhibits attached to this Ordinance as herein provided are tentative, conceptual, and preliminary only (i.e., tentative and conceptual), and the incorporation by reference of such exhibits shall not constitute final approval for the purposes of issuance by the Village of building permits, Watershed Development Ordinance permits, or for any other Village permits or approvals.

(O) Approval Authority: If any provisions of this Ordinance delegate approval authority to any Village officer, employee, or agent for any aspect of this Ordinance, then either the Petitioner or such officer, employee, or agent of the Petitioner, and/or its successors and/or assigns, as the case may be, shall have the right to have any such decision of such Village officer, employee or agent, or his or her designee, reviewed, reconsidered, and a final decision thereon made by the Corporate Authorities of the Village. Any reference in this Ordinance to the authority of the Mayor or the Village Administrator to grant or deny an

approval shall, whether or not so specified, include the authority for such decision to be reviewed and made by the Corporate Authorities of the Village.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided however, that the approval(s) granted by this Ordinance shall have no force or effect unless and until Petitioner has caused a duly authorized person to execute and thereafter file with the Village the unconditional agreement and consent in the form entitled “Acceptance” attached hereto and by this reference incorporated herein and made a part hereof (the “Acceptance”); provided further that, if the Petitioner does not so file the Acceptance within sixty (60) days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke all preliminary approvals granted in this Ordinance.

SECTION 6: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law and acceptance thereof by the Petitioner and the other Petitioners as provided below.

Passed by the Corporate Authorities on July 7th, 2025, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on July 7, 2025.

James McDonald, Mayor,
Village of Lake Villa

ATTEST:

Connie Olker, Village Clerk

Published in pamphlet form this 7th day of July, 2025.

ACCEPTANCE

The undersigned on behalf of the Petitioner, Petitioner, CalAtlantic Group, LLC, as the Petitioner, and its successors and assigns, hereby states that the undersigned is a duly authorized agent of the Petitioner and on behalf of such Petitioner hereby accepts, consents to and agrees to the terms, conditions, and restrictions of the foregoing Ordinance this ____ day of _____, 2025.

PETITIONER:

Petitioner, CalAtlantic Group, LLC

By: _____
Name: _____
Its _____ and Authorized Agent

GROUP EXHIBIT A

2025 APPROVED PRELIMINARY PLANS

- (a) Preliminary Plat of Subdivision prepared by R.E. Allen and Associates, Ltd. and last revised April 22, 2025;
- (b) Preliminary Engineering prepared by Pearson, Brown & Associates, Inc. and last revised April 22, 2025;
- (c) Preliminary Stormwater Management Report prepared by Pearson, Brown & Associates, Inc. and last revised December 13, 2024;
- (d) ALTA/NSPS Land Title Survey prepared by R.E. Allen and Associates, Ltd. and last revised March 26, 2024;
- (e) Wetland Delineation Report prepared by Midwest Ecological, Inc. and last revised September 27, 2024;
- (f) Wetland Exhibit prepared by Pearson, Brown & Associates Inc. and last revised October 14, 2024;
- (g) Natural Resources Information Report prepared by McHenry-Lake County Soil & Water Conservation District dated January 15, 2025;
- (h) Lake County Stormwater Management Commission's letter approving the existing base flood elevation and dated May 2, 2025;
- (i) Preliminary Landscaping Plan and Tree Preservation Report prepared by Gary R. Weber Associates, Inc. and Pearson, Brown & Associates, Inc. last revised January 31, 2025;
- (j) Traffic Impact Study prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. dated November 15, 2024;
- (k) Preliminary Geometry Plan prepared by Pearson, Brown & Associates, Inc. dated November 12, 2024;
- (l) Sight Distance Exhibit prepared by Pearson, Brown & Associates, Inc. dated November 15, 2024;
- (m) Auto-Turn Exhibit prepared by Pearson, Brown & Associates, Inc. last revised April 22, 2025; and
- (n) Architectural Plans prepared by Lennar and presented to the Plan Commission on May 1, 2025.

EXHIBIT B

FORM OF LETTER OF CREDIT

(Issuer's Letterhead)

IRREVOCABLE LETTER OF CREDIT NO. _____

Date: _____

Expiration Date: _____

Amount: _____

Applicant/Permittee: _____
(Name)

(Address)

(City, State, Zip Code)

BENEFICIARY: Village of Lake Villa
65 Cedar Avenue
Lake Villa, IL 60046

PERMITTEE: _____

ADDRESS OF PROJECT: _____

BUILDING PERMIT NO. _____

Dear Beneficiary:

The undersigned Bank (the "Bank" or the "Issuer") hereby established in your favor our Irrevocable Letter of Credit No. ____ which is available for negotiation of your draft at sight, drawn on _____, bearing the clause: "Drawn under _____ Irrevocable Letter of Credit No. _____", and accompanied by:

A signed statement by any officer, or authorized employee, or agent of the Village stating that:

1. The Mayor or Village Administrator has found that the construction, addition, and/or remodeling of the Project as identified above has not been completed in a timely manner and in compliance with the rules, regulations and provisions of the Village of Lake Villa Village Code and with State law; and/or
2. This letter of credit will expire within thirty-five (35) days or less and the Village has not received a renewal letter of credit; and/or
3. The Village has received written notice that this Letter of Credit is about to expire, and no replacement letter of credit in a form satisfactory to the Village of Lake Villa has been received by it on or before thirty-five (35) days prior to the expiration of this letter of credit; and/or
4. The Permittee has not paid, or caused to be paid within forty-five (45) days of the date when billed by the Village, professional expenses incurred by the Village relating to the Project.

Notwithstanding the expiration date stated above, this Letter of Credit shall continue in full force and effect and shall not expire unless and until the Village has been given written notice by

certified mail, return receipt requested, that the Letter of Credit is about to expire. The Letter of Credit shall thereafter expire thirty-five (35) days after said notice, but no sooner than the above-described expiration date.

The undersigned Bank hereby undertakes and engages that all demands made in conformity with this Irrevocable Letter of Credit will be duly honored upon presentation. If, within three (3) business days of the date any demand made in conformity with this Irrevocable Letter of Credit is presented, the undersigned Bank fails to honor the same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Village of Lake Villa in enforcing the terms of this Letter of Credit.

We hereby engage with drawers and/or bona fide holders that drafts drawn and negotiated in conformity with the terms of this credit will be duly honored on presentation and that drafts accepted within the terms of this Letter of Credit will be duly honored at maturity. The amount of each draft must be endorsed on the reverse of this Letter of Credit by the Bank. Any demand made on this Letter of Credit may be presented by U.S. mail, overnight courier, or in person to any office or branch of the Bank in Illinois.

Any action to enforce or otherwise relating to this Letter of Credit shall be brought in Lake County, Illinois, and Illinois law shall govern.

Very truly yours,

("Bank")

By: _____
President

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary



Pleviak School RFQ/P Scope of Work

In response to the Village's interest in exploring the redevelopment of the Pleviak School site located at Grand Ave/Route 132 and Milwaukee Ave./Route 83, Teska proposes the following scope of services for a RFQ/RFP process. The site is at a pivotal location for the Village at the busiest intersection in town and serves as the primary entry into the downtown area. The study will focus on how the Village can attract a new user that can revitalize the site and enhance revenue for the Village of Lake Villa and other taxing districts. Our team will include Teska Associates and The Planera Group.

Teska proposes the following scope of services:

Phase 1: Interviews

Teska will interview Village Board and staff members to determine:

What are the goals for the redevelopment of the site?

- 1) What is the financial and land use redevelopment goals for the Village?
- 2) What are the timing considerations regarding current occupancy and redevelopment?
- 3) In what ways could a redevelopment of the site enhance the downtown and promote economic development efforts of the Village?
- 4) What constraints to redevelopment exist?

Village staff will arrange the interviews which will take place during a half-day on-site along with supplemental videoconference or telephone interviews.

Phase 2: Development Parameters

Teska will work with the Village to decide what the basic elements of an acceptable proposal must have and must not have. This may include acceptable and unacceptable land uses, development intensities, physical boundaries, and investment/financial limitations. These are not intended to be the final or specific performance measures, but rather, a characterization of the development to help give a sense of scale to the opportunity to be presented to potential developers...and further to help define the nature of developers suited to these opportunities.

Teska – Draft development parameters

Planera – Review draft development parameters

Phase 3: Pleviak Working Group

Working Group #1

The Village will recruit a Working Group made up of Village Board and staff representatives. The first Working Group will present results of the interviews, possible reuse ideas for the site, and review guidelines for redevelopment.

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The Working Group will review development parameters prepared by Teska so that prospective development teams have predictability of the development review process.

The Working Group will review, amend and be asked to approve selection criteria to be included in the RFQ.

Phase 4: Preparation of Request for Qualifications Package

Preparation of RFQ

Teska will prepare a RFQ package that will include:

- Redevelopment Vision for the Site
- Development Parameters
- Current Site Plan
- Site Constraints
- Summary of Market Data prepared by Teska Associates
- RFQ Process
- RFQ Submittal Requirements

Planera will review and comment on RFQ package

The Village Attorney will be asked to review the RFQ package prior to distribution.

Assemble Developer Distribution List

Teska will work with the Village and local brokers to develop a distribution list. The list will include residential, commercial and mixed-use developers.

Question and answer period

Teska to assemble list.

Planera to suggest additional developers to add to the list.

Phase 5: Development Team Finalist Selection

Working Group #2

Teska and Planera will evaluate the development team proposals and provide ranking to the Working Group per the selection criteria. The Working Group will review the evaluation and select between one and three finalists to receive a RFP.

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Phase 6: Development Team RFP

Request for Proposals

Teska will prepare a RFP for the Village to provide to the finalists from the RFQ process. The RFP will include a conceptual design, pro forma, purchase offer, and request for any public assistance from the Village such as TIF eligible expenses.

Planera to review and comment on RFP.

Working Group #3

The third Working Group meeting will be held to review the RFP package and review terms and conditions the property to the preferred development team and for the Village to negotiate a Development Agreement and any rezoning of the property.

Phase 7: Development Review

Teska and Planera will evaluate the developer's submittal and pro forma and advise the Village. Teska will advise on any TIF or other public funding requests as a part of the Redevelopment Agreement.

Teska will provide development review as part of the Planned Development Process and Public Hearing.

Teska and Planera will coordinate with the Village attorney to review Terms and Conditions.

Cost

The total cost will be \$28,000 inclusive of all expenses. Additional tasks as assigned will be billed at Teska's and Planera's current hourly rates based on written approval of the Village of Lake Villa.

Budget

	TESKA	PLANERA	TOTAL
Phase 1: Interviews	2,500		2,500
Phase 2: Development Parameters	3,500	1,500	5,000
Phase 3: Working Group	2,000	1,000	3,000
Phase 4: Preparation of Request for Qualifications Package	2,500	2,000	4,500
Phase 5: Development Team Finalist Selection	2,500	1,500	4,000
Phase 6: Development Team RFP	3,000	2,000	5,000
Phase 7: Development Review	2,000	2,000	4,000
Total Cost	18,000	10,000	28,000



The Planera Group is an Economic Development and Predevelopment Advisory Firm

The Planera Group guides municipal entities, community development organizations, nonprofits, and property owners on their economic development, community development, and real estate development needs.

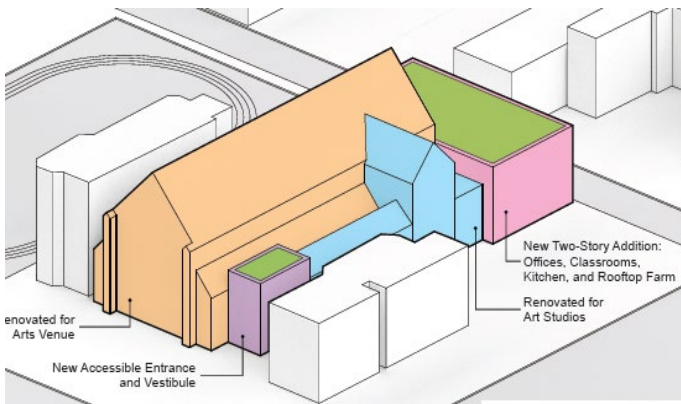
With an implementation focus, The Planera Group maneuvers real estate development projects through the concept phase. Our firm offers economic development planning with a targeted focus on pre-development strategies.

Our team-focused approach is driven by a community-based framework and equitable development goals. We value public/private collaboration and partnerships as the means to success.

The Planera Group is a City of Chicago and Cook County Certified Woman-owned Business Enterprise (WBE), and a State of Illinois Business Enterprise Program (BEP).

Services

- ✓ **Economic Development and Implementation Planning:** The Planera Group prepares economic development strategies to guide local governments with their growth and development goals for neighborhood revitalization, housing, commercial, and educational uses, as well as business and workforce development uses. Our implementation plans incorporate a set of recommendations with identified financial resources, prioritized timeframes, and targeted partnerships.



- ✓ **Pre-development Phase:** The Planera Group guides private and non-profit organizations through the creation of development scenarios, followed by project management services during the initial phases of a redevelopment project. The predevelopment phase includes support land acquisition, site due diligence, zoning and entitlements, community engagement, budget and schedule development, funding source identification, and specialty consultant procurement.



EDUCATION

Master of Urban Planning and Policy
University of Illinois Chicago, IL
Economic Development Specialization

Bachelor of Arts, College of Liberal Arts
University of Kansas, Lawrence, KS

PROFESSIONAL AND CIVIC

Chicago Housing Trust

- *Mayoral appointee, Board Member*

Institute of Cultural Affairs

- *Board Member*
- *GreenRise Committee*

Chicago Realty Club

- *President*

Lambda Alpha International, Chicago
Region Chapter

Urban Land Institute

- *Chicago Product Council*
- American Planning Association

AWARDS

Global Citizenship Award

- *Chicago Center for Urban Life and Culture*

SPEAKING ENGAGEMENTS

Community Wealth Building

Real Estate Development for
Nonprofits

The Role of Educational Institutions
in Redeveloping Communities

Terri Haymaker leverages her 25 years of planning and development experience in the public, private, and non-profit sectors, to strengthen communities and maximize investment for their growth and vitality.

As Principal and Founder of *The Planera Group*, Terri delivers predevelopment advisory services, guiding real estate projects from concept to shovel-ready. She specializes in economic and community development and implementation strategies.

Terri spent over 15 years directly serving the public sector by managing community planning initiatives, creating and facilitating urban infill redevelopment projects, and prioritizing and directing catalyst economic development projects designed in sync with community development strategies (*Deputy Commissioner-Central Area for the Chicago Department of Planning and Development*). She managed the predevelopment phase for municipal construction projects, including libraries, schools, and park district facilities (*Chief Planning Officer at the Chicago Public Building Commission*). Her experience includes real estate consulting for nonprofit facility projects (*Senior Vice President of IFF Real Estate Solutions*).

COMMUNITY DEVELOPMENT EXPERIENCE

Economic Development & Implementation Plans - Comprehensive redevelopment strategies for key community and TOD centers and their neighborhoods

Downtown Priority Project Assessment | *Des Plaines, IL*

Downtown Vision and Implementation Plan | *Gary, IN*

Red Line Extension - South | Chicago Transit Authority | *Chicago, IL*

Regional Transportation Authority | *University Park, IL*

Project Predevelopment Implementation of community-based redevelopment projects through early development phases to create paths for successful implementation

Bella Noir Mixed-use Development | *Bronzeville | Chicago, IL*

3000 S. Pitney Court Social Impact Hub | *Bridgeport | Chicago, IL*

Developer Dialogues – Interactive half-day charettes with developers and municipal leaders to further downtown redevelopment and economic development goals

Urban Land Institute | Regional Transit Authority | Chicago Metropolitan Agency for Planning | *Greater Chicagoland Region*

Developer Solicitation – RFP for mixed-use redevelopments to create public-private redevelopment opportunities for city-owned properties

11th Street and 5th & Pine Transit-Oriented Development Sites | *Michigan City, IN*

Block 37 Redevelopment & Multiple South Loop Redevelopment Sites | *Chicago, IL*

Community Area Plans Comprehensive vision and implementation plans for economic development, land use, transportation, and open space strategies

Chicago Central Area Plan & Near South Community Plan | *Chicago, IL*

Cabrini Now Development Zone Plan | Chicago Housing Authority | *Chicago, IL*

Lake in the Hills Comprehensive Plan | *Lake in the Hills, IL*

Cook County Oak Forest Former Hospital Campus | *Oak Forest, IL*

Relevant Project Experience

March 2025

Developer Solicitation - 11th Street Central Transit-Oriented Development Site **City of Michigan City, IN**



A developer solicitation, on behalf of the City of Michigan City, for the premier transit-oriented development site at the steps of the new South Shore interurban commuter rail line between Chicago and South Bend, IN. The City desired a robust development project led by a strong developer to serve as a regional draw, elevate the local, prominent community assets, and to spark additional development in the surrounding, growing district. Iconic new 12-story building with 200 residential units, 10,000 commercial spaces, 550 parking spaces for commuters and residents, and the new station ticketing lobby.

- Creation of development-focused Request for Proposal describing the redevelopment vision, attracting high quality RFP proposal teams.
- A targeted distribution list of potential developers with the capacity for a project of this scale, design, density and public / private uses. An interactive developer information session increased and solidified interest in the project.
- A proposal review process, led by a collaborative consultant team and including key community stakeholders, local and regional public bodies, designed to maximize private investment and public benefits and achieve the ambitious city, state, and federal review timeframe.

Developer Solicitation – 5th & Pine City of Michigan City, IN



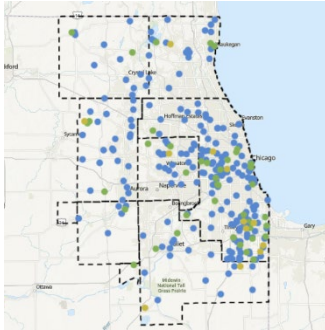
A developer solicitation, on behalf of the City of Michigan City, for the largest redevelopment opportunity in the downtown area--a 3 block site, over 5 acres of development potential. A transit-oriented development site surrounding by the city's key community and regional destination assets (downtown commercial corridor, lake front, newly built train station). The City desired a mixed-use development project to increase the residential population downtown. A multi-phase development with 500 residential units, retail, and a grocery store to serve the growing downtown, creating a gateway from adjacent major thoroughfares, and extending connectors to destinations.

- Crafting a detailed Request for Proposal (RFP) that clearly communicates the redevelopment vision and attracts high-caliber proposal teams. A well-attended developer information session facilitated the creation of proposer teams.
- The two-step RFP garnered a high number of submissions. The proposal review process, led by a collaborative consultant team executing a deep dive into the proposer qualifications and the proposed approach to optimize the City's investment and the project's success.

Relevant Project Experience

March 2025

Developer Dialogues - Urban Land Institute—Chicago - Multiple Regional Municipalities Regional Transportation Authority (RTA), Chicago Metropolitan Agency for Planning (CMAP)



Developer Dialogues offer interactive peer exchange, panelist discussions, and industry-focused conversations and presentations between local economic development professionals and commercial real estate development specialists enhance and expand local economic development strategies. Both CMAP and RTA community planning and capacity-building programs provide funding and technical assistance with planning and economic development initiatives for local community leaders throughout the six-county Chicagoland region. On-the-ground commercial real estate experts offer best practices in municipal programs to attract development and effective methods to capitalize on key transit-oriented development opportunities.

- Direct insight into most effective development strategies based on the current market for development. Refined and phased development approach to attract and maximize private investment to redevelopment opportunities in transit-served commercial nodes.
- Clear strategies to efficiently utilize local, county, state incentives, programs and policies to support community development goals and initiatives. Shared knowledge of best practices for business retention and attraction, and broker and site selection to guide economic development efforts and enhance municipal strategies to attract and facilitate new development.
- Redevelopment Strategies for key opportunity sites for Des Plaines, IL; Joliet, IL; Cicero, IL; Berwyn, IL; Brookfield, IL; Berkeley, IL; Hillside, IL.

Economic Development & Implementation Plan, Red Line Extension, South Chicago Transit Authority – Chicago, IL



An economic development plan with a targeted implementation strategy designed to capitalize on the CTA's \$3.6 billion transit investment in the extension of new rail transit on Chicago's south side. The community-wide vision and equitable economic development framework were built on an inclusive process with community and stakeholder partners to direct the development without displacement, benefitting the existing residents and businesses, while attracting much-needed new retail and services; market and affordable housing; health, wellness, and open space; workforce development and job opportunities; and quality-of-life amenities.

- An implementation plan with a set of corridor-level and individual station area action items to be implemented in phases to attract vital private investment, secure local, state and federal resources, via strategic community and regional public-private partnerships.
- Development scenarios with financial models for 8 key sites within the ¼ mile radius of the four new station areas based on each one's distinct vision and mix of commercial, residential and retail uses envisioned for each district, and the economic resources required for implementation.

Relevant Project Experience

March 2025

Economic Development & Implementation Plan

Regional Transportation Authority - University Park, IL

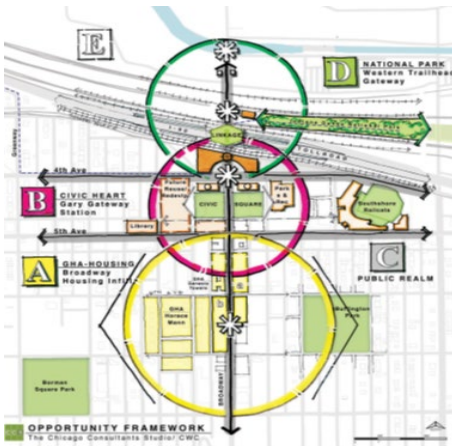


A transit-oriented development vision to build on a newly enhanced University Park Metra station with a plan to create new workforce housing, retail and commercial development. University Park, a suburb in northeastern Will County is home to Governor's State University and a growing industrial and regional transportation and distribution hub. The surrounding large and undeveloped properties offer an ideal site for new development that can meet the Village's need for workforce housing and local retail and business services to serve the adjacent industrial and educational assets.

- An economic development strategy and phased roadmap to drive the implementation of the transit-oriented development and mixed-use community vision.
- Strategy to utilize local, county, state public entities with programs to support development goals and initiatives. Identification of partnership opportunities with community stakeholders, housing development authorities, local institutions and employers.

Downtown Development & Implementation Plan – Gary Gateway Vision

Gary Housing Authority - Gary, IN



An asset-based vision and strategic plan to transform downtown Gary from a disinvested, underserved area, capitalizing on the City's untapped assets to create a new destination offering meaningful connections and impact beyond the downtown and throughout the Northwest Indiana region. The new Gary Metro Center Transit Development District creates a solid foundation for advancing new major projects, economic investment, and community building. Prioritizing infill, mixed-income and mixed-use housing along Broadway will leverage its historic role as the gateway corridor. The new Transit Station and Center, enlivening the civic heart, will jumpstart transformational projects.

- Fostering catalytic community revitalization with affordable housing, transit-driven development, and place-making infrastructure improvements.
- Strategy to utilize local, county, state public entities with programs to support development goals and initiatives. Identification of partnership opportunities with community stakeholders, housing development authorities, local institutions and employers.

Relevant Project Experience

March 2025

Economic Development Strategy

Downtown Des Plaines, IL



Targeted, strategic plan designed to capitalize on the downtown's existing assets while providing tangible goals and recommendations to propel the area to a distinctive and vibrant business, residential and entertainment district. Downtown Des Plaines is centered around a high-usage Metra train line, with a mix of unique commercial and entertainment uses. Recent new multi-family and historic preservation projects are increasing downtown activity. Adding restaurants and open space, while activating vacant storefronts and increasing housing, are supporting growth and vibrancy.

- Recommendations informed by existing land use and market conditions, previous comprehensive plans, stakeholder and public input, and guidance from elected officials and city staff.
- Action Plan with investment criteria, return on investment (quantitative and qualitative), incentives strategy, vision and development parameters of opportunity sites, and district-wide initiatives to enhance the downtown experience.

Project Predevelopment – Bella Noir

Bronzeville, Chicago, IL



Predevelopment Phase for \$42M, 98,000 SF mixed-use development blending market and affordable housing units with retail, health and recreational uses. The project will promote holistic wellness and healthy lifestyles and will be home to The Lyric Foundation, whose mission is developing educational and workforce skills for impoverished youth, people with disabilities and recent inmates. Located in the historically disinvested community of Bronzeville, the project will be built on vacant city-owned land and re-activated in a pedestrian-oriented development. The local Bronzeville programs will be paired with an Elburn, IL farm, via farm-to-table and agricultural education and workforce development programs.

- Facilitation of land acquisition, the zoning application process, site and building due diligence, and consultants scope management. Coordination with the design team on space use programming and concept design and with the construction team on project schedule and budget development. Support community outreach, and with funding opportunities and applications.

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2025-07-02

AN ORDINANCE APPROVING ECONOMIC INCENTIVE AGREEMENT BY AND
BETWEEN THE VILLAGE OF LAKE VILLA AND JOHNNY D. TEES, LLC

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS 7TH DAY OF JULY, 2025

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 7th day of July, 2025.

AN ORDINANCE APPROVING ECONOMIC INCENTIVE AGREEMENT BY AND
BETWEEN THE VILLAGE OF LAKE VILLA AND JOHNNY D. TEES, LLC.

WHEREAS, the Village of Lake Villa, Lake County, Illinois (the “*Village*”) is a duly organized and validly existing non home-rule municipality pursuant to Article VII of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Mayor and Board of Trustees of the Village (the “*Corporate Authorities*”), pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1 *et seq.*, as from time to time amended (the “*BDD Act*”) are empowered to undertake the development and redevelopment of business districts within its municipal limits which are in need of revitalization and to impose a retailer’s occupation tax and service occupation tax in an amount not to exceed one percent (1%) (“*BD Tax*”) if such districts are deemed to be “blighted,” as defined in the BDD Act; and

WHEREAS, on September 14, 2016, pursuant to Ordinance No. 2016-09-01, the Corporate Authorities approved a redevelopment plan (the “*BD Plan*”) for an area designated as a business district to be known as the Village of Lake Villa Downtown Business District (the “*BD District*”), and imposed a BD Tax of one percent (1%) as authorized by the BDD Act (“*BDD Taxes*”), to pay costs incurred in connection with the planning, execution and implementation of the BD Plan; and

WHEREAS, the Corporate Authorities have determined that the blighting factors in the BD District as described in the BD Plan are detrimental to the public and impair development and growth in the BD District; and

WHEREAS, the existence of these blighting factors and the extraordinary costs necessary for redevelopment have stifled private investment and prevented developers from developing,

redeveloping, and revitalizing the BD District, which has, in turn, prevented the growth of commercial enterprises within the Village's downtown; and

WHEREAS, Johnny D. Tees, LLC., an Illinois corporation, (the "*Developer*") owns certain property commonly known as 216 Lake Avenue, Lake Villa, Illinois, and identified by permanent index number 02-33-304-014 (the "*Subject Property*"), and has submitted a proposal to the Village to rehabilitate and adjoin existing buildings and renovate a commercial building, including installing new life safety equipment, constructing a breezeway, and making certain improvements to the building and property at a cost of \$74,555 (the "*Project*"); and

WHEREAS, the Project is consistent with the BD Plan and the Subject Property is located within the BD District; and

WHEREAS, the Corporate Authorities have determined that in order to induce the Developer to undertake the Project at the Subject Property, it is in the best interests of the Village, and the health, safety, morals, and welfare of the residents of the Village, for the Village to reimburse the Developer for certain eligible "business district project costs", as defines by the BDD Act, in accordance with the terms and conditions as set forth in the attached Economic Incentive Agreement by and between the Village and the Developer.

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

Section 1. That the Economic Incentive Agreement between the Village of Lake Villa, Lake County, Illinois and Johnny D. Tees, LLC., attached hereto and made a part hereof, is hereby approved and the Mayor and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

Section 2. The Mayor and Village Clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and Board of Trustees and approval as provided by law.

Passed by the Corporate Authorities on July 7th, 2025 on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on July 7, 2025.

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Connie Olker, Village Clerk

PUBLISHED IN PAMPHLET FORM THIS 7th DAY OF JULY, 2025.

EXHIBIT A

ECONOMIC INCENTIVE AGREEMENT

**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE
VILLAGE OF LAKE VILLA AND JOHNNY D TEES, LLC**

THIS ECONOMIC INCENTIVE AGREEMENT (“*Agreement*”) is entered into as of the _____ day of _____, 2025 (“*Effective Date*”) by and between the Village of Lake Villa, Lake County, Illinois, an Illinois municipal corporation (“*Village*”), and Johnny D Tees, 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 downtown business district, including the property commonly known as 216 Lake Avenue, Lake Villa, IL, identified by Parcel No. 02-33-304-014 (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 Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1 et seq., as from time to time amended (the “*BDD Act*”) the Mayor and the Board of Trustees of the Village (the “*Corporate Authorities*”) are empowered to undertake the development and redevelopment of business districts within its municipal limits which are in need of revitalization and to impose a retailer’s occupation tax and service occupation tax in an amount not to exceed one percent (1%) (“*BD Tax*”) if such districts are deemed to be “blighted,” as defined in the BDD Act.

1.5 On September 14, 2016, pursuant to Ordinance No. 2016-09-01, the Corporate Authorities approved a redevelopment plan (the “*BD Plan*”) for an area designated as a business district to be known as the Village of Lake Villa Downtown Business District (the “*BD District*”), and imposed a BD Tax of one percent (1%) as authorized by the BDD Act (“*BDD Taxes*”), to pay costs incurred in connection with the planning, execution and implementation of the BD Plan.

1.6 The Developer has submitted a proposal to the Village to construct a breezeway to connect two separate buildings, and conduct other exterior improvements on the Subject Property (the “*Project*”), where Developer operates a screen printing and embroidery business (the “*Business*”).

1.7 The Developer advised the Village that its proposal was contingent upon financial assistance to undertake all improvements to the Subject Property and requested the Village to provide BDD Taxes to be generated from the Subject Property to reimburse the Developer for certain costs as permitted by the BDD Act.

1.8 The Village believes the redevelopment of the Subject Property as the Developer has proposed would enhance the Village and therefore desires to have the Subject Property redeveloped which the Village believes would eliminate the blight factors found within the BD District; provide job opportunities for its residents; and, therefore, is prepared to reimburse the Developer for certain eligible “business district project costs”, as hereinafter defined, subject to the terms of this Agreement, the BDD Act and all other applicable provisions of law.

1.9 For purposes of this Agreement, “Business District Project Costs” shall mean and include all costs and expenses as defined as “business district project costs” in Section 11-74.3-5 of the BDD Act.

ARTICLE 2: OBLIGATIONS OF THE DEVELOPER

2.1 The Developer shall obtain all necessary permits to commence the construction of the Project by August 1, 2025.

2.2 The Developer has advised the Village that to complete construction of the Project, it shall be required to make an investment of approximately \$74,555.

2.3 Upon completion of the construction of the Project, the Developer shall submit to the Village all paid invoices, receipts and any documentation deemed necessary to evidence an investment by the Developer of no less than \$74,555 for completion of the Project.

2.4 It is understood and agreed that during the term of this Agreement, the Developer shall continue to operate the Business at the Subject Property.

2.5 Developer shall receive a final Certificate of Occupancy for the Project on or before December 10, 2025.

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, pursuant to the procedures under Article 4 of this Agreement, in an amount not to exceed \$20,000 for Business District Project Costs incurred in connection with the Project upon the Developer’s submission to the Village of all paid invoices, receipts and any of the documentation deemed necessary to evidence an investment by the Developer no less than \$74,555 for completion of the Project.

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

4.1 The Village has established a Business District tax allocation fund into which the Village shall deposit all BDD Taxes generated from the Business District (the “*BDD STAF*”)

4.2 So long as no notice of an event of default has been issued pursuant to Article 5 hereof and remains outstanding, and all Developer's obligations under Article 2 of this Agreement, the Village shall reimburse the Developer \$20,000 (twenty thousand dollars) for eligible Business District Project Costs.

4.3 Developer shall be reimbursed pursuant to Section 4.2 within 45 (forty-five) days of satisfying all requirements and obligations under Article 2 of this Agreement.

4.4 As used in this Agreement, "Business District Project Costs" shall mean and include all costs and expenses defined as "business district project costs" in Section 11-74.3-5 of the Business District Development and Redevelopment Law.

4.5 THE VILLAGE'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM BDD TAXES DEPOSITED IN THE JOHNNY D BDD 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 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 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 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 has 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 Village President 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; Self-Help. 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) Default by the Developer in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement, including, but not limited to 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, 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.

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; 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; or (iii) the act, omission, negligence or misconduct of the Village or any of the aforesaid parties. 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 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 and any such claim is 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

Term. Unless otherwise terminated as provided herein, this Agreement shall be in full force and effect upon its execution by the parties and terminate on the earlier of: (i) reimbursement to the Developer under Articles 3 and 4 of this Agreement; or (ii) December 31, 2040.

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:

Johnny D Tees, LLC
John D. Hall
1326 Idlewild Drive
Round Lake Beach, IL 60073

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
Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.
1804 N. Naper Blvd., Suite 350
Naperville, IL 60563

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 may 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: _____
Village President

By: _____
Village Clerk

Date: _____, 2025

Johnny D Tees, LLC, an Illinois limited liability company

By: _____

**AGREEMENT BETWEEN THE VILLAGE OF LAKE VILLA AND
POWER CONCRETE LIFTING FOR CURB & SIDEWALK REPLACEMENT**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this _____ day of _____, 20____, by and between Village of Lake Villa (hereinafter referred to as “VILLAGE”) and Power Concrete Lifting, of Hainesville, Illinois 60030 (hereinafter referred to as “Contractor/Vendor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Village’s annual curb and sidewalk replacement program including the removal and replacement of curb, gutter and sidewalk panels (hereinafter referred to as “Project”, the “Work”, or the “Services”) as set forth on the Contractor/Vendor’s Estimate No. 1881 dated May 13, 2025, (the “Contractor/Vendor’s Proposal”), a copy of which is attached hereto as Exhibit A and thereby made a part hereof. This Agreement, the Contractor/Vendor’s Proposal dated May 13, 2025, and/or any Purchase Order issued by the Village shall be part of the Contract Documents.

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor/Vendor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:
☒ The Contractor/Vendor’s Estimate No. 1881 and dated May 13, 2025; and/or
☐ Village of Lake Villa Purchase Order No. _____.
which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”)
2. Payment:
 - A. Not to Exceed Payment: The Village agrees to pay the Contractor/Vendor as compensation for all Work required by this Agreement as follows:
☐ the amount(s) set forth on Exhibit A (the “Contractor/Vendor’s Proposal”);
☐ the amount(s) based upon the Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
☒ a not-to-exceed amount of \$82,000 (“Contract Price”)
 - B. Invoices for Payments: The Contractor/Vendor agrees to and shall prepare and submit:
☒ an invoice to the Village upon completion of and approval by the Village of the Work; or
☐ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor/Vendor.
 - C. Village’s Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the “Act”). The Village complies with the Act, which states that any bills approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.
3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor/Vendor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

4. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:
- A. This Agreement
 - B. Scope of Work (Exhibit A)
 - C. Schedule of Fees (Exhibit B)
 - D. Other: _____

In the event of any conflict between this Agreement and any other Contract Documents, this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than July 14, 2025 (hereinafter the “Commencement Date”), and shall be completed no later than September 1, 2025 (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
6. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village’s Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor/Vendor shall be done in conformance with the Contract Documents.
10. Permits and Licenses: The Contractor/Vendor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor/Vendor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor/Vendor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor/Vendor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor/Vendor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor/Vendor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor/Vendor and/or by the Contractor/Vendor's insurer or agent.
- C. Within ten (10) business days after the Contractor/Vendor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor/Vendor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor/Vendor and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor/Vendor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor/Vendor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor/Vendor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor/Vendor receives its initial verbal or written notice of such incident, claim, or complaint.

12. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Work under the Contract Documents, Contractor/Vendor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor/Vendor. Contractor/Vendor shall not start the Work under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor/Vendor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and/or volunteers.
- (c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Lake Villa and/or on behalf of its elected and appointed officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Lake Villa and/or its elected and appointed officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor/Vendor shall be required to name the "Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Lake Villa, and/or by its elected and appointed officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ☐ Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers" as

insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;

(Required for large construction projects; applicable if box is checked)

- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$1,000,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor/Vendor for the Village.

(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to ensure that workers' compensation coverage applies under Contractor/Vendor's coverage rather than under the coverage of the Village of Lake Villa, and/or of its elected and appointed officers, officials, employees, agents and/or its volunteers (if the Village of Lake Villa, its elected and appointed officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor/Vendor's employee).

- (v) ☐ Builder's Risk Property Coverage with "Village of Lake Villa" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;

(Required for a general contractor on a building construction project; applicable if box is checked)

- (vi) ☐ Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and

(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

- (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 12(B)(i) above, then a \$1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Lake Villa.

D. All Coverages

- (i) No Waiver. Under no circumstances shall the Village, or its elected and appointed officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Contractor/Vendor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Lake Villa expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Contractor/Vendor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor/Vendor shall furnish the Village of Lake Villa with certificates of insurance naming the "Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13,. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor/Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor/Vendor to be maintained by the Village.
- J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor/Vendor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor/Vendor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor/Vendor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct,

action, inaction or omission by the Village. Contractor/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

- L. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor/Vendor or any subcontractor's insurance.
- M. Notice of Bodily Injury or Property Damage: The Contractor/Vendor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- N. Updated Proof Required: The Contractor/Vendor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- O. Safety/Loss Prevention Program Requirements: The Contractor/Vendor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- P. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 12, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

13. Indemnity:

- A. To the fullest extent permitted by law, the Contractor/Vendor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, officials, employees and agents against all injuries, deaths, loss, damages, claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor/Vendor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor/Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor/Vendor shall, at its own expense, satisfy and discharge the same.
- B. Contractor/Vendor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor/Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

- C. Contractor/Vendor further agrees that to the extent that money is due the Contractor/Vendor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor/Vendor, its officers, directors, employees and subcontractors (collectively, Contractor/Vendor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. Neither the Village nor the Contractor/Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the willful misconduct of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. No Conflicts of Interest: The Contractor/Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Vendor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
15. Compliance with Laws: Contractor/Vendor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor/Vendor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor/Vendor if requested by the Village.
16. Equal Employment Opportunity: The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
17. Certifications: By the execution of this Agreement, the Contractor/Vendor certifies that: (1) the Contractor/Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred

from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Prevailing Wage Act Notice [Check box that applies]:

- ☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

19. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor/Vendor warrants and guarantees that for a period of four (4) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor/Vendor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor/Vendor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor/Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

20. Standard Specifications:

- A. All Work performed by Contractor/Vendor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. Through the course of the Project, the Contractor/Vendor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.

- C. All traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor/Vendor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project and/or Work, which is the subject of the Contract Documents, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor/Vendor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor/Vendor, but the Village agrees to waive any claim against the Contractor/Vendor arising from any unauthorized reuse or modification of the Project Documentation.
22. Contractor/Vendor is an Independent Contractor: It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor/Vendor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.
23. Village Confidential Information:
- A. Contractor/Vendor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 23 shall survive any termination of the Contract.
24. Permitted Hours of Work: All construction activity is limited to a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor/Vendor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.
25. Restoration of Work Site: The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor's/Vendor's expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.
26. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of

the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

27. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.
28. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor/Vendor under the Paragraphs 13, 19, 23 and 29 hereof shall continue after such termination.
29. Advertisement: The Contractor/Vendor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
30. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor/Vendor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
31. Termination: The following shall constitute events of default under this Agreement and the related Contract:
 - a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor/Vendor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor/Vendor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor/Vendor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor/Vendor and to hire others to complete the defaulted work. Upon default, the Contractor/Vendor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor/Vendor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor/Vendor pursuant to the Contract Documents.
32. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

33. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
34. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
35. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
36. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
37. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

CONTRACTOR/VENDOR

VILLAGE OF LAKE VILLA

[Name] _____

By: _____
[Name] _____
Its Authorized Agent

By: _____
_____, _____

ATTEST: _____
Connie Olker, Village Clerk

EXHIBIT A

Scope of Work: Contractor/Vendor's Proposal dated May 13, 2025
or Village Purchase Order No. _____ dated _____, 20____

ESTIMATE



Prepared For

Village Of Lake Villa
222 Oak Knoll Dr
Lake Villa, IL 60046
(224) 355-7106

Power Concrete Lifting

Serving Illinois, Wisconsin & Michigan, 256 E
Belvidere Rd
Hainesville, IL 60030
Phone: (847) 625-8000
Email: powerconcretelifting@gmail.com
Web: www.powerconcretelifting.com

Estimate # 1881
Date 05/13/2025

Description	Total
Concrete finishing	\$12.00
Flat work, remove and replace at \$12 dollars per square foot.	
Flat work that has been removed and ready to grade and finish at \$11.50 per square foot.	
Curbs at \$32 dollars per linear feet.	
Mudjack various locations as needed.	
Work above not to exceed \$82,000 Dollars.	
Subtotal	\$12.00
Total	\$12.00

TERMS: By signing this document, the customer agrees to the services and conditions outlined in this document. Customer is to carry fire, tornado and other necessary insurance upon above work. Workmen's compensation and public liability insurance on above work to be taken out by Power Concrete Lifting (PCL). PCL is not responsible for damage to plumbing or electrical, cracks in walls and floor or any damage which has occurred or might occur as a result of the mudjacking process. LIMITED GUARANTEE: on homes and concrete over 10 years old, PCL will come back, if necessary, to repump the areas mudjacked if they resettle more than 1/2" for a period of 4 years. This guarantee does not include patches applied to or placed between concrete slabs. This guarantee is void if the customer does not seal all cracks and joints on the slabs involved or maintain back fill along the slabs involved. This guarantee is void if resettling occurs as a result of improper drainage, flooding and/or other acts of God.

Village Of Lake Villa