

Attached is the agenda packet for the Monday, February 2, 2026 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 6:30 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
Jake Cramond
Glenn McCollum
Jeff Nielsen
Doug Savell

AGENDA

VILLAGE OF LAKE VILLA BOARD OF TRUSTEES – REGULAR MEETING

Monday, February 2, 2026

6:30 p.m.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes – January 20, 2026 Village Board Meeting
5. Accounts Payable – February 2, 2026
6. Mayor
 - a. Proposed Development Review Presentation
7. Staff Reports
8. New Business
 - a. Approval: Professional Services Agreement with Teska Associates, Inc. for Village Planning and Zoning Services
 - b. Resolution 2026-02-01: A Resolution for Construction on State Highways Between the Village of Lake Villa and Illinois Department of Transportation
9. Old Business
 - a. Ordinance 2026-02-01: Ordinance Amending the Village Code and Establishing a Tobacco Licensing Program
10. Executive Session – 5 ILCS 120/2(c)(1), and 5 ILCS 120/2(c)(5)
11. Adjournment



DATE: January 27, 2026

TO: Village Board of Trustees

FROM: Michael Strong
Village Administrator

RE: Agenda Transmittal

New Business

a. Approval: Professional Services Agreement with Teska Associates, Inc. for Village Planning and Zoning Services

Staff Contact: Michael Strong, Village Administrator

The Village of Lake Villa has engaged Teska Associates, Inc. in various long-range planning projects since 2014, beginning with the Transit Oriented Downton Plan and development of marketing materials to solicit development interest in opportunity sites. In 2018, the Village entered into a formal services agreement to provide professional planning and zoning consulting services. Over the past year, Village staff has conducted an internal review and audit of Building Department workflows to evaluate processes related to building permits, zoning entitlements, and broader planning and zoning functions. This internal evaluation identified the need for clearer separation between building code enforcement and zoning code review to improve efficiency, consistency, and compliance across residential and non-residential development activities.

The proposed agreement seeks to more clearly define Teska's scope of work to support the Village's core planning and zoning enforcement responsibilities. These services include zoning reviews associated with building permits, interpretation of zoning regulations, support for boards and commissions, and assistance with larger development reviews and special planning projects.

By separating zoning reviews from building code inspections, staff will be able to enhance overall code enforcement capacity and ensure that projects meet both building code requirements and zoning ordinance standards. This structure supports improved customer service, clearer accountability, and more consistent application of Village codes.

The agreement establishes hourly billing rates, a not-to-exceed monthly amount, and defined response timeframes for zoning reviews. The term of the agreement runs through April 30, 2026, with an option to extend through April 30, 2027, subject to administrative approval. Concurrently with developing a more structured plan review process, staff is in the process of reviewing the Village's building permit fee structure. Costs associated with Teska's core services, including building permit plan reviews, will be assessed and evaluated as part of a broader fee schedule update for FY2027. Similar to building permit fees, consultant fees are typically recovered through building permit costs so that the Village is not subsidizing private development activities.

Suggested Motion: Motion to Authorize the Village Administrator to Execute a Professional Services Agreement with Teska Associates, Inc. for Professional Planning and Zoning Services

b. Resolution 2026-02-01: A Resolution for Construction on State Highways Between the Village of Lake Villa and Illinois Department of Transportation

Staff Contact: Michael Strong, Village Administrator

The Village periodically undertakes public infrastructure and related construction activities that occur within or impact State highway rights-of-way under the jurisdiction of the Illinois Department of Transportation (IDOT). These activities may include, but are not limited to, driveways and street returns, water main work, sanitary and storm sewer improvements, street lighting, traffic signals, sidewalks, and landscaping.

IDOT requires municipalities to adopt a formal resolution authorizing such work in order to apply for and obtain individual construction permits. The Village's previous authorization expired in 2016, and a renewed resolution is required before permits can be issued.

The attached Resolution provides the necessary authorization for the Village to apply for IDOT construction permits during the 2026/2027 construction seasons. Adoption of this Resolution does not approve any specific project; rather, it enables the Village to seek required permits as projects arise. This action ensures the Village remains eligible to coordinate with IDOT on infrastructure projects affecting State highways and avoids delays associated with permit processing during the upcoming construction season.

There is no direct fiscal impact associated with adoption of this resolution. Any future construction activities requiring IDOT permits will be reviewed and approved separately as part of the Village's capital planning and budgeting processes.

Suggested Motion: Motion to Approve Resolution 2026-02-01

Old Business

a. Ordinance 2026-02-01: Ordinance Amending the Village Code and Establishing a Tobacco Licensing Program

Staff Contact: Rebecca Alexopoulos, Village Attorney

Over the course of three Village Board discussions, Trustees raised concerns about the sale of tobacco products and certain psychoactive substances, specifically Delta-8 THC and Kratom. These concerns centered on public health and safety, youth access, enforcement challenges, and the lack of FDA approval or consistent federal oversight.

Delta-8 THC and Kratom are commonly sold in gas stations, convenience stores, vape shops, and online. Unlike regulated cannabis products sold through licensed dispensaries, these substances are not subject to uniform testing, labeling, or quality controls. Their psychoactive effects and marketing practices have raised concerns among public health officials, first responders, and local governments.

The Village has authority under Illinois law to regulate these products through business licensing and police regulations. In response, staff prepared ordinance amendments to update tobacco licensing requirements and address the sale of Delta-8 THC and Kratom.

Since the Board's initial discussion in September 2025, Congress approved federal legislation that will prohibit cannabinoids derived or converted from CBD, including Delta-8 THC, by November 2026, following a transition period. Until then, these products remain widely available. Local regulation helps protect public health and provides enforcement clarity during this interim period.

At its January 5, 2026 meeting, the Village Board directed staff to proceed with an ordinance that prohibits the sale, distribution, and possession of both Delta-8 THC and Kratom by licensed businesses. This action allows the Village to act proactively rather than wait for federal enforcement and aligns with steps taken by other Illinois communities.

Key elements of the proposed ordinances include:

- An annual license requirement for tobacco and alternative nicotine retailers
- A minimum sales age of 21 with mandatory age verification
- Restrictions on sales near schools, parks, and libraries, and on free distribution on public property
- A complete prohibition on Delta-8 THC and Kratom by licensed businesses

Staff is advancing the ordinance consistent with this direction for formal consideration and adoption. Adoption would establish a clear, enforceable framework to protect public health, provide certainty for businesses, and support effective enforcement during the federal transition period.

Suggested Motion: *Motion to Approve Ordinance 2026-02-01*

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
JANUARY 20TH, 2026**

Call to Order: Mayor McDonald called the meeting to order at 6:30pm.

Present: Mayor McDonald, Trustees: Nielsen, Barbato, Bartlett, Cramond and McCollum, Village Administrator, Mike Strong, Finance Director, Christine McKinley, Deputy Chief of James 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

Minutes: **Motion to Approve the January 5th, 2025 Village Board Meeting Minutes.** Trustee Nielsen motioned and Trustee Cramond seconded the motion to approve the Committee of the Village Board Meeting January 5th, 2025 Village Board Meeting Minutes.

ROLL CALL VOTE WAS:

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

MOTION CARRIED

Motion to Approve the Accounts Payable Report for January 20th, 2025 in the amount of \$320,390.18. Trustee Barbato motioned and Trustee Cramond seconded the motion to approve the Accounts Payable Report for January 20th, 2025 in the amount of \$320,390.18.

ROLL CALL VOTE WAS:

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

MOTION CARRIED

Mayor: Lake Villa Restaurant celebrated its 45th anniversary in Lake Villa

Staff Reports:

Administrator Strong: Provided and update on ongoing efforts to connect with local businesses through Business Outreach & Lake Villa Business Association. Scheduled events, activities, and regular communications with more initiatives planned as the Village prepares for its 125th Anniversary. Development & Permitting updates on projects are continuing to move forward. One project is currently under permit review, and staff is actively working with the applicant on an economic incentive agreement.

New Business: **Motion to Approve Ordinance 2026-01-01 an Ordinance Abating a Portion of the Amount of Taxes Levied for General Obligation Refunding Bonds.** Trustee Nielsen motioned and Trustee Cramond seconded the motion to approve Ordinance 2026-01-01 an Ordinance Abating a Portion of the Amount of Taxes Levied for General Obligation Refunding Bonds.

ROLL CALL VOTE WAS:

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

MOTION CARRIED

Motion to Approve Ordinance No. 2026-01-02 Adopting Amendments to the Village of Lake Villa Village Code Relative to Liquor Licensing. Trustee Barbato motioned and Trustee Cramond seconded the motion to Approve Ordinance No. 2026-01-02 Adopting Amendments to the Village of Lake Villa Village Code Relative to Liquor Licensing.

ROLL CALL VOTE WAS:

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

MOTION CARRIED

Motion to Authorize the Village Administrator to Execute a Contract with Cahoy Pump Service in an Amount not to exceed \$33,583 for Emergency Repairs to Well No. 14. Trustee McCollum motioned and Trustee Barbato seconded the motion to authorize the Village Administrator to Execute a Contract with Cahoy Pump Service in an Amount not to exceed \$33,583 for Emergency Repairs to Well No. 14.

ROLL CALL VOTE WAS:

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

MOTION CARRIED

Motion to move into Executive Session for Pending Litigation and Litigation which is Probable or Imminent, Personnel updates and Land Acquisition at 7:11pm. Trustee Barbato motioned and Trustee Cramond seconded the motion to move into Executive Session for Pending Litigation and Litigation which is Probable or Imminent, Personnel updates and Land Acquisition.

ROLL CALL VOTE WAS:

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

MOTION CARRIED

Motion to reconvene at 8:00pm. Trustee Nielsen motioned and Trustee Cramond seconded the motion to reconvene.

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

Old Business: Discussion on the Review of State of Illinois Legislative Updates. Discussion around Cedar Lake Island Erosion. Trustee McCollum shared updates and ongoing coordination with members of the Friends of Cedar Lake Group. Continued study & coordinated planning are necessary to address erosion concerns effectively. Further updates will be shared as proposals are received & evaluated.

Discussion: Solar Energy Legislation, Local Control, & Strategic Considerations.

Adjournment: Trustee Nielsen motioned and Trustee McCollum seconded the motion to adjourn at 9:05pm.

ROLL CALL VOTE WAS:

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

APPROVED BY ME THIS _____ DAY OF FEBRUARY, 2026.

JAMES MCDONALD, MAYOR

CONNIE OLKER, CLERK

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 01/21/2026 - 02/02/2026

POSTED AND UNPOSTED

OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	GL Number	Budget	Total YTD	Over Budget
Vendor Name: ANTIOCH AUTO PARTS								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	WHEEL LOADER	47.44	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	RETURN INVOICE 1973-	(66.69)	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 23	0.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 23	0.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	WATER DEPT	0.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 19	0.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 274	153.19	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CORE DEPOSIT	44.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 274	139.26	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	UNIT 274	94.59	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CREDIT -1973-648319	(18.00)	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	18.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	WATER SUPPLIES	0.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
WATER & SEWER	WATER	SUPPLIES - WATER	WATER DEPT	7.78	M 60-42-40-4950	35,000.00	15,304.63	
WATER & SEWER	WATER	SUPPLIES - WATER	WATER SUPPLIES	13.26	M 60-42-40-4950	35,000.00	15,304.63	
WATER & SEWER	WATER	VEHICLE SUPPLIES	WHEEL LOADER	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	RETURN INVOICE 1973-	(11.12)	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	UNIT 23	6.20	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	UNIT 23	18.29	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	WATER DEPT	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	UNIT 19	22.90	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	UNIT 274	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	CORE DEPOSIT	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	UNIT 274	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	UNIT 274	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	CREDIT -1973-648319	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	3.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	WATER SUPPLIES	0.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	WHEEL LOADER	0.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	RETURN INVOICE 1973-	(11.11)	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	UNIT 23	6.20	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	UNIT 23	18.29	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	WATER DEPT	0.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	UNIT 19	22.90	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	UNIT 274	0.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CORE DEPOSIT	0.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	UNIT 274	0.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	UNIT 274	0.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CREDIT -1973-648319	0.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	3.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	WATER SUPPLIES	0.00	M 60-43-60-4930	9,000.00	3,128.81	
Vendor Total:				511.38				
Vendor Name: APPLIED TECHNOLOGIES								
DEVELOPER ESCRO	CEDAR LAKE ESTATES	PROJECT 6663/	SHERW	9,176.60	M 03-00-30-2365	0.00	0.00	OVER
DEVELOPER ESCRO	I3 BROADBAND	PROJECT 6679/	I3 BRO	5,174.00	M 03-00-30-2366	0.00	0.00	OVER
DEVELOPER ESCRO	I3 BROADBAND	PROJECT 6663/	SHERW	9,535.00	M 03-00-30-2366	0.00	0.00	OVER
DEVELOPER ESCRO	0 PARK AVENUE - NIEL	PROJECT 6663/	SHERW	1,656.00	M 03-00-30-2369	0.00	0.00	OVER
DEVELOPER ESCRO	SHERWOOD DEVELOPMENT	PROJECT 6663/	SHERW	368.00	M 03-00-30-2370	0.00	0.00	OVER
W&S CAPTIAL FUN WATER	CAPITAL IMPROVEMENTS	PROJECT 6665	IEPA PR	2,136.00	M 91-42-60-5100	795,786.50	589,486.24	

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 01/21/2026 - 02/02/2026

POSTED AND UNPOSTED

OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	GL Number	Budget	Total YTD	Over Budget
Vendor Name: APPLIED TECHNOLOGIES								
			Vendor Total:	28,045.60				
Vendor Name: AXON ENTERPRISE, INC.								
GENERAL FUND	POLICE	RANGE - SHOOT & SUPP	AXON TASER - EVIDENC	2,098.80	M 01-20-60-5201	5,850.00	35,617.78	OVER
			Vendor Total:	2,098.80				
Vendor Name: BADGER GLOVE & SAFETY, INC.								
GENERAL FUND	STREETS	SUPPLIES	STREET SUPPLIES/ UNI	208.00	M 01-41-40-4940	17,000.00	3,740.41	
WATER & SEWER	WATER	UNIFORM ALLOWANCE	STREET SUPPLIES/ UNI	62.50	M 60-42-60-4170	1,000.00	583.84	
WATER & SEWER	WATER	UNIFORM ALLOWANCE	STREET SUPPLIES/ UNI	70.00	M 60-42-60-4170	1,000.00	583.84	
WATER & SEWER	SEWER	UNIFORM ALLOWANCE	STREET SUPPLIES/ UNI	62.50	M 60-43-60-4170	1,000.00	583.84	
WATER & SEWER	SEWER	UNIFORM ALLOWANCE	STREET SUPPLIES/ UNI	70.00	M 60-43-60-4170	1,000.00	583.84	
			Vendor Total:	473.00				
Vendor Name: BS&A SOFTWARE								
GENERAL FUND	MANAGEMENT SERV	SOFTWARE LICENSES-75	ANNUAL SERVICE SUPPO	1,520.25	M 01-10-60-5213	38,727.15	48,950.91	OVER
WATER & SEWER	WATER	SOFTWARE LICENSES-12	ANNUAL SERVICE SUPPO	253.38	M 60-42-60-5213	9,903.18	9,912.35	OVER
WATER & SEWER	SEWER	SOFTWARE LICENSES- 1	ANNUAL SERVICE SUPPO	253.37	M 60-43-60-5213	9,741.13	9,912.37	OVER
			Vendor Total:	2,027.00				
Vendor Name: BUCKEYE POWER SALES CO., INC.								
WATER & SEWER	WATER	GENERATOR LOAD BANK	GENERATOR REPAIRS AN	582.54	M 60-42-60-4961	10,000.00	1,798.57	
WATER & SEWER	SEWER	GENERATOR LOAD BANK	GENERATOR REPAIRS AN	582.54	M 60-43-60-4961	10,000.00	1,798.59	
			Vendor Total:	1,165.08				
Vendor Name: CHRISTOPHER B. BURKE ENGINEERING								
DOWNTOWN TIF FU		TIF ELIGIBLE PROJECT	PROJECT 01.R250239.0	4,585.00	M 98-00-00-4801	471,125.00	144,345.35	
			Vendor Total:	4,585.00				
Vendor Name: CINTAS CORP								
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	BUILDING SUPPLIES	138.32	M 01-46-40-4910	15,000.00	19,235.82	OVER
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	BUILDING SUPPLIES	32.31	M 01-46-40-4910	15,000.00	19,235.82	OVER
			Vendor Total:	170.63				
Vendor Name: COMCAST CABLE								
GENERAL FUND	FACILITIES	TELEPHONE	65 CEDAR AVE	1.71	M 01-46-60-4420	34,700.00	37,071.60	OVER
GENERAL FUND	FACILITIES	TELEPHONE	222 OAK KNOLL DR OFC	93.71	M 01-46-60-4420	34,700.00	37,071.60	OVER
WATER & SEWER	WATER	TELEPHONE	65 CEDAR AVE	0.29	M 60-42-60-4420	5,000.00	6,142.76	OVER
WATER & SEWER	WATER	TELEPHONE	222 OAK KNOLL DR OFC	15.62	M 60-42-60-4420	5,000.00	6,142.76	OVER
WATER & SEWER	SEWER	TELEPHONE	65 CEDAR AVE	0.28	M 60-43-60-4420	5,000.00	6,142.82	OVER
WATER & SEWER	SEWER	TELEPHONE	222 OAK KNOLL DR OFC	15.62	M 60-43-60-4420	5,000.00	6,142.82	OVER
			Vendor Total:	127.23				
Vendor Name: COMED								
WATER & SEWER	WATER	ELECTRICITY	881 DEEP LAKE RD	502.20	M 60-42-40-4660	60,000.00	57,059.56	
WATER & SEWER	SEWER	ELECTRICITY	1515 OAKLAND DRIVE	442.67	M 60-43-40-4660	45,000.00	30,894.08	
WATER & SEWER	SEWER	ELECTRICITY	0 W BROOKING CT 1S P	540.72	M 60-43-40-4660	45,000.00	30,894.08	
			Vendor Total:	1,485.59				
Vendor Name: CONSERV FS, INC.								
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	664.900 GAL UNL	1,328.51	M 01-30-60-4820	83,500.00	50,443.50	
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	822.700 DIESEL GAS	1,946.90	M 01-30-60-4820	83,500.00	50,443.50	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	664.900 GAL UNL	221.42	M 60-42-60-4820	14,500.00	8,404.50	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	822.700 DIESEL GAS	324.48	M 60-42-60-4820	14,500.00	8,404.50	

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 01/21/2026 - 02/02/2026

POSTED AND UNPOSTED

OPEN AND PAID

Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	GL Number	Budget	Total YTD	Over Budget
Vendor Name: CONSERV FS, INC.								
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	664.900 GAL UNL	221.42	M 60-43-60-4820	14,500.00	8,404.48	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	822.700 DIESEL GAS	324.48	M 60-43-60-4820	14,500.00	8,404.48	
			Vendor Total:	4,367.21				
Vendor Name: CORPORATE WELLNESS PARTNERS								
GENERAL FUND	STREETS	PHYSICALS/TESTING	PHYSICALS/ TESTING	328.00	M 01-41-60-4570	2,800.00	2,296.00	
			Vendor Total:	328.00				
Vendor Name: CREATIVE FINANCIAL STAFFING LLC								
GENERAL FUND	MANAGEMENT SERV	MISCELLANEOUS EXPENS	TEMP FOR FRONT OFFIC	697.50	M 01-10-60-5190	6,000.00	4,463.48	
GENERAL FUND	MANAGEMENT SERV	MISCELLANEOUS EXPENS	WK OF 1/25/2026/ FRO	720.00	M 01-10-60-5190	6,000.00	4,463.48	
			Vendor Total:	1,417.50				
Vendor Name: DEKIND COMPUTER CONSULTANTS								
GENERAL FUND	MANAGEMENT SERV	IT SUPPORT -75% (MON	MONITOR	0.00	M 01-10-20-5215	12,000.00	13,062.76	OVER
GENERAL FUND	MANAGEMENT SERV	SOFTWARE LICENSES -7	MONITOR	0.00	M 01-10-60-5213	38,727.15	48,950.91	OVER
WATER & SEWER	WATER	IT SUPPORT -12.5%	MONITOR	0.00	M 60-42-20-5215	2,500.00	2,392.38	
WATER & SEWER	WATER	SOFTWARE LICENSES -1	MONITOR	0.00	M 60-42-60-5213	9,903.18	9,912.35	OVER
WATER & SEWER	SEWER	IT SUPPORT -12.5%	MONITOR	0.00	M 60-43-20-5215	2,500.00	1,962.11	
WATER & SEWER	SEWER	SOFTWARE LICENSES- 1	MONITOR	0.00	M 60-43-60-5213	9,741.13	9,912.37	OVER
GENERAL CAPITAL	MANAGEMENT SERV	CAPITAL IMPROVEMENTS	MONITOR	318.97	M 90-10-60-5100	151,706.00	40,596.63	
			Vendor Total:	318.97				
Vendor Name: GALL'S, LLC								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- R	76.91	M 01-20-60-4170	40,250.00	17,163.56	
			Vendor Total:	76.91				
Vendor Name: GASVODA & ASSOCIATES, INC.								
W&S CAPTIAL FUN	SEWER	CAPITAL IMPROVEMENTS	PUMP	27,730.00	M 91-43-60-5100	350,786.50	243,918.13	
			Vendor Total:	27,730.00				
Vendor Name: GRAINGER								
WATER & SEWER	WATER	SUPPLIES - WATER	BOOSTER GEN ROOM	79.93	M 60-42-40-4950	35,000.00	15,304.63	
WATER & SEWER	SEWER	SUPPLIES - SEWER	SEWER- BANK LIFT	102.44	M 60-43-40-4950	25,000.00	5,285.83	
GENERAL CAPITAL	STREETS	CAPITAL IMPROVEMENTS	BRINE/ ANTI ICE	317.00	M 90-41-60-5100	380,000.00	302,438.76	
			Vendor Total:	499.37				
Vendor Name: GREATAMERICA FINANCIAL SERVICES COR								
GENERAL FUND	MANAGEMENT SERV	EQUIPMENT MAINTENANC	KYOCERA COPIER RENTA	274.95	M 01-10-20-4813	6,000.00	4,455.04	
			Vendor Total:	274.95				
Vendor Name: HAWKINS, INC.								
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE CYLINDER	30.00	M 60-42-40-4950	35,000.00	15,304.63	
			Vendor Total:	30.00				
Vendor Name: HYDRAULIC SERVICE & REPAIR INC								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES- SN	108.54	M 01-30-60-4930	53,000.00	53,548.48	OVER
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES- SN	18.09	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES- SN	18.09	M 60-43-60-4930	9,000.00	3,128.81	
			Vendor Total:	144.72				
Vendor Name: IMPERIAL SUPPLIES LLC								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	77.79	M 01-30-60-4930	53,000.00	53,548.48	OVER
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	12.97	M 60-42-60-4930	9,000.00	3,128.84	

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LAKE VILLA

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Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	GL Number	Budget	Total YTD	Over Budget
Vendor Name: IMPERIAL SUPPLIES LLC								
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	12.96	M 60-43-60-4930	9,000.00	3,128.81	
		Vendor Total:		103.72				
Vendor Name: JULIE, INC								
WATER & SEWER	WATER	JULIE LOCATES	JULIE FEES	1,461.75	M 60-42-40-4960	2,700.00	0.00	
		Vendor Total:		1,461.75				
Vendor Name: KIMBALL MIDWEST								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	162.02	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	195.14	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	70.52	M 01-30-60-4930	53,000.00	53,548.48	OVER
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	113.22	M 01-30-60-4930	53,000.00	53,548.48	OVER
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	27.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	32.52	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	11.75	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	18.87	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	27.00	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	32.52	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	11.76	M 60-43-60-4930	9,000.00	3,128.81	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	18.88	M 60-43-60-4930	9,000.00	3,128.81	
		Vendor Total:		721.20				
Vendor Name: LAKE COUNTY MUNICIPAL LEAGUE								
GENERAL FUND	LEGISLATIVE	MISCELLANEOUS EXPENS	LEGISLATIVE BREAKFAS	40.00	M 01-11-60-5190	3,000.00	2,804.68	
		Vendor Total:		40.00				
Vendor Name: LARKSPUR & LEO LLC								
SPECIAL EVENTS		EVENT EXPENSES - 125	125TH GALA- FLORAL O	600.00	M 81-00-00-4366-0010	0.00	5,985.87	OVER
		Vendor Total:		600.00				
Vendor Name: LEE JENSEN SALES CO. INC.								
WATER & SEWER	WATER	SUPPLIES - WATER	WATER/ SEWER SUPPLIE	165.00	M 60-42-40-4950	35,000.00	15,304.63	
WATER & SEWER	SEWER	SUPPLIES - SEWER	WATER/ SEWER SUPPLIE	165.00	M 60-43-40-4950	25,000.00	5,285.83	
		Vendor Total:		330.00				
Vendor Name: MC CULLOUGH IMPLEMENT COMPANY								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	MINI KUBOTA	28.00	M 01-30-60-4930	53,000.00	53,548.48	OVER
		Vendor Total:		28.00				
Vendor Name: MCDONOUGH MECHANICAL								
MANSION FUND		MAINTENANCE & REPAIR	LEAKING RADIATORS AT	375.00	M 08-00-00-4210	2,500.00	1,707.87	
		Vendor Total:		375.00				
Vendor Name: MENARDS - ANTIOCH								
GENERAL FUND	STREETS	SUPPLIES	STREET/ PARK SUPPLIE	11.10	M 01-41-40-4940	17,000.00	3,740.41	
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	BUILDING SUPPLIES	30.20	M 01-46-40-4910	15,000.00	19,235.82	OVER
GENERAL FUND	FACILITIES	SUPPLIES-BUILDING	BUILDING SUPPLIES	192.57	M 01-46-40-4910	15,000.00	19,235.82	OVER
GENERAL FUND	PARKS MAINTENAN	MAINTENANCE-PARKS	PARK SUPPLIES	26.55	M 01-48-40-4211	17,000.00	15,301.35	
GENERAL FUND	PARKS MAINTENAN	SUPPLIES-PARKS	STREET/ PARK SUPPLIE	7.15	M 01-48-40-4911	20,000.00	14,248.49	
GENERAL CAPITAL	STREETS	CAPITAL IMPROVEMENTS	ICE SPRAYER	66.13	M 90-41-60-5100	380,000.00	302,438.76	
		Vendor Total:		333.70				
Vendor Name: MGN LOCK-KEY & SAFES, INC								

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LAKE VILLA

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Vendor Name: MGN LOCK-KEY & SAFES, INC								
GENERAL FUND	FACILITIES	MAINTENANCE-BUILDING	KEYPAD PROGRAMMING I	186.75	M 01-46-40-4210	13,000.00	7,015.70	
Vendor Total: 186.75								
Vendor Name: MILLER PIPELINE, LLC								
GENERAL CAPITAL FACILITIES		CAPITAL IMPROVEMENTS	FINAL PAYMENT- GRASS	178,336.00	M 90-46-60-5100	246,589.00	240,669.65	OVER
Vendor Total: 178,336.00								
Vendor Name: MORTON SALT								
GENERAL CAPITAL STREETS		CAPITAL IMPROVEMENTS	SALT	8,657.39	M 90-41-60-5100	380,000.00	302,438.76	
GENERAL CAPITAL STREETS		CAPITAL IMPROVEMENTS	SALT	8,631.75	M 90-41-60-5100	380,000.00	302,438.76	
Vendor Total: 17,289.14								
Vendor Name: NETWORK TECHNOLOGY INNOVATIONS, INC								
GENERAL CAPITAL MANAGEMENT SERV		CAPITAL IMPROVEMENTS	911 CALL BOX IN FRON	692.25	M 90-10-60-5101	78,920.00	58,705.80	
Vendor Total: 692.25								
Vendor Name: NICOR GAS								
METRA FUND		ELECTRICITY	WS RT21 S BURNETT	225.20	M 02-00-30-4660	2,000.00	1,218.40	
METRA FUND		ELECTRICITY	129 RAILROAD AVE	192.20	M 02-00-30-4660	2,000.00	1,218.40	
WATER & SEWER	WATER	NATURAL GAS	910 PARK AVE	67.12	M 60-42-40-4610	10,000.00	3,958.95	
WATER & SEWER	WATER	NATURAL GAS	141 BELMONT AVE WELL	296.01	M 60-42-40-4610	10,000.00	3,958.95	
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR	379.79	M 60-42-40-4610	10,000.00	3,958.95	
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR- WA	216.60	M 60-42-40-4610	10,000.00	3,958.95	
WATER & SEWER	WATER	NATURAL GAS	65 CEDAR AVE	308.94	M 60-42-40-4610	10,000.00	3,958.95	
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END	450.06	M 60-43-40-4610	15,000.00	6,316.13	
WATER & SEWER	SEWER	NATURAL GAS	57 CEDAR AVE	259.00	M 60-43-40-4610	15,000.00	6,316.13	
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END	162.64	M 60-43-40-4610	15,000.00	6,316.13	
WATER & SEWER	SEWER	NATURAL GAS	129 CENTRAL AVE #2	183.99	M 60-43-40-4610	15,000.00	6,316.13	
Vendor Total: 2,741.55								
Vendor Name: O'REILLY AUTO ENTERPRISES, LLC								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	47.97	M 01-30-60-4930	53,000.00	53,548.48	OVER
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	8.00	M 60-42-60-4930	9,000.00	3,128.84	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	7.99	M 60-43-60-4930	9,000.00	3,128.81	
Vendor Total: 63.96								
Vendor Name: PADJEN GLASS ETCHING								
GENERAL CAPITAL FLEET		CAPITAL IMPROVEMENTS	VINYL GRAPHICS	1,165.00	M 90-30-60-5100	337,374.00	324,454.96	
Vendor Total: 1,165.00								
Vendor Name: PEERLESS NETWORK, INC.								
GENERAL FUND	FACILITIES	TELEPHONE	TELEPHONE	2,743.35	M 01-46-60-4420	34,700.00	37,071.60	OVER
WATER & SEWER	WATER	TELEPHONE	TELEPHONE	457.23	M 60-42-60-4420	5,000.00	6,142.76	OVER
WATER & SEWER	SEWER	TELEPHONE	TELEPHONE	457.22	M 60-43-60-4420	5,000.00	6,142.82	OVER
Vendor Total: 3,657.80								
Vendor Name: T.O.P.S. IN DOG TRAINING CORP.								
DEVELOPER ESCRO		K-9 UNIT GRANT	PURCHASE OF CHARLI A	5,446.75	M 03-00-30-2325	0.00	0.00	OVER
Vendor Total: 5,446.75								
Vendor Name: TESKA ASSOCIATES, INC.								
GENERAL FUND	COMMUNITY DEVEL PLANNER	LAK15-63		1,600.00	M 01-12-20-4380	20,000.00	4,778.55	
GENERAL FUND	COMMUNITY DEVEL BUILDING INSPECTORS	LAK15-63		960.00	M 01-12-20-4392	65,000.00	53,405.47	

TREASURER'S BUDGET COMPARISON REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 01/21/2026 - 02/02/2026

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Fund Description	Department Description	Invoice Line Description	Invoice Description	Amount	GL Number	Budget	Total YTD	Over Budget
Vendor Name: TESKA ASSOCIATES, INC.								
DEVELOPER ESCRO	PLANNER	LAK15-63		910.00	M 03-00-30-2368	0.00	0.00	OVER
DEVELOPER ESCRO	0 PARK AVENUE - NIEL	LAK15-63		340.00	M 03-00-30-2369	0.00	0.00	OVER
GENERAL CAPITAL MANAGEMENT SERV	CAPITAL IMPROVEMENTS	LAK25-93-LAKE VILLA-		3,050.00	M 90-10-60-5100	151,706.00	40,596.63	
DOWNTOWN TIF FU	TIF ELIGIBLE PROJECT	LAK25-86 LAKE VILLA		3,020.00	M 98-00-00-4801	471,125.00	144,345.35	
		Vendor Total:		9,880.00				
Vendor Name: THOMPSON ELEVATOR								
GENERAL FUND	COMMUNITY DEVEL	BUILDING INSPECTORS	PERMIT INSPECTION &	107.00	M 01-12-20-4392	65,000.00	53,405.47	
GENERAL FUND	COMMUNITY DEVEL	BUILDING INSPECTORS	UNIT DEMO PERMIT INS	100.00	M 01-12-20-4392	65,000.00	53,405.47	
		Vendor Total:		207.00				
Vendor Name: USA BLUE BOOK								
WATER & SEWER	SEWER	SUPPLIES - SEWER	SEWER SUPPLIES	296.85	M 60-43-40-4950	25,000.00	5,285.83	
		Vendor Total:		296.85				
Vendor Name: VERIZON WIRELESS								
GENERAL FUND	FACILITIES	TELEPHONE	DEC 17- JAN 16, 2026	931.78	M 01-46-60-4420	34,700.00	37,071.60	OVER
WATER & SEWER	WATER	TELEPHONE	DEC 17- JAN 16, 2026	155.30	M 60-42-60-4420	5,000.00	6,142.76	OVER
WATER & SEWER	SEWER	TELEPHONE	DEC 17- JAN 16, 2026	155.29	M 60-43-60-4420	5,000.00	6,142.82	OVER
		Vendor Total:		1,242.37				
Vendor Name: WAREHOUSE DIRECT								
GENERAL FUND	MANAGEMENT SERV	OFFICE SUPPLIES	OFFICE SUPPLIES- SCI	0.00	M 01-10-60-4810	7,000.00	4,606.57	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- SCI	197.88	M 01-20-60-4810	7,000.00	5,193.16	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- SCI	0.00	M 60-42-60-4810	5,800.00	3,598.97	
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- SCI	0.00	M 60-43-60-4810	5,800.00	3,341.16	
		Vendor Total:		197.88				
Report Total:								
				301,273.61				

CUSTOM PAYABLE INVOICE REPORT FOR VILLAGE OF LAKE VILLA
 EXP CHECK RUN DATES 01/21/2026 - 02/02/2026
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Invoice Number	Description	Inv Amt
ANTAUT		
ANTIOCH AUTO PARTS		
646147	WHEEL LOADER	47.44
647390	RETURN INVOICE 1973-646147/	(88.92)
646889	UNIT 23	12.40
646824	UNIT 23	36.58
646148	WATER DEPT	7.78
646032	UNIT 19	45.80
648331	UNIT 274	153.19
648683	CORE DEPOSIT	44.00
648318	UNIT 274	139.26
648682	UNIT 274	94.59
648376	CREDIT -1973-648319	(18.00)
648385	VEHICLE SUPPLIES	24.00
646647	WATER SUPPLIES	13.26
Total ANTIOCH AUTO PARTS:		511.38
Total ANTAUT:		511.38
APPTEC		
APPLIED TECHNOLOGIES		
37995	PROJECT 6665 IEPA PROJECT PL	2,136.00
37996	PROJECT 6679/ I3 BROADBAND R	5,174.00
37993	PROJECT 6663/ SHERWOOD DEV/	20,735.60
Total APPLIED TECHNOLOGIES:		28,045.60
Total APPTEC:		28,045.60
AXOENT		
AXON ENTERPRISE, INC.		
INUS409409	AXON TASER - EVIDENCE .COM L	2,098.80
Total AXON ENTERPRISE, INC.:		2,098.80
Total AXOENT:		2,098.80
BADGLO		
BADGER GLOVE & SAFET		
054732	STREET SUPPLIES/ UNIFORM ALL	473.00
Total BADGER GLOVE & SAFET:		473.00
Total BADGLO:		473.00
BS&A		
BS&A SOFTWARE		
165466	ANNUAL SERVICE SUPPORT FEE 2	2,027.00
Total BS&A SOFTWARE:		2,027.00
Total BS&A:		2,027.00
BUCPOWSAL		
BUCKEYE POWER SALES CO., INC.		
PI2015869	GENERATOR REPAIRS AND LOAD B	1,165.08
Total BUCKEYE POWER SALES CO., INC.:		1,165.08
Total BUCPOWSAL:		1,165.08
CHRENG		
CHRISTOPHER B. BURKE ENGINEERING		
207786	PROJECT 01.R250239.00000 /SO	4,585.00
Total CHRISTOPHER B. BURKE ENGINEERING:		4,585.00
Total CHRENG:		4,585.00
CIN		
CINTAS		
4256564164	BUILDING SUPPLIES	138.32
5313392107	BUILDING SUPPLIES	32.31
Total CINTAS:		170.63
Total CIN:		170.63
COMCAB		
COMCAST CABLE		
01262026-6207	65 CEDAR AVE	2.28
01262026-2955	222 OAK KNOLL DR OFC	124.95

CUSTOM PAYABLE INVOICE REPORT FOR VILLAGE OF LAKE VILLA
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Invoice Number	Description	Inv Amt
COMCAB		
COMCAST CABLE		
Total COMCAST CABLE:		127.23
Total COMCAB:		127.23
COMED		
COMED		
01272026-1222	1515 OAKLAND DRIVE	442.67
01272026-2000	0 W BROOKING CT 1S POND	540.72
01272026-3333	881 DEEP LAKE RD	502.20
Total COMED:		1,485.59
Total COMED:		1,485.59
CONFS		
CONSERV FS		
102034979	664.900 GAL UNL	1,771.35
102034999	822.700 DIESEL GAS	2,595.86
Total CONSERV FS:		4,367.21
Total CONFS:		4,367.21
CORWEL		
CORPORATE WELLNESS PARTNERS		
EM002675	PHYSICALS/ TESTING	328.00
Total CORPORATE WELLNESS PARTNERS:		328.00
Total CORWEL:		328.00
CREFIN		
CREATIVE FINANCIAL STAFFING LLC		
126030773	TEMP FOR FRONT OFFICE- 01/18	697.50
126040793	WK OF 1/25/2026/ FRONT OFFIC	720.00
Total CREATIVE FINANCIAL STAFFING LLC:		1,417.50
Total CREFIN:		1,417.50
DEKCOM		
DEKIND COMPUTER CONS		
44250	MONITOR	318.97
Total DEKIND COMPUTER CONS:		318.97
Total DEKCOM:		318.97
GALL'S		
GALL'S LLC		
033631474	UNIFORM ALLOWANCE- RYAN DION	76.91
Total GALL'S LLC:		76.91
Total GALL'S:		76.91
GASASS		
GASVODA & ASSOCIATES		
INV25EJB0097	PUMP	27,730.00
Total GASVODA & ASSOCIATES:		27,730.00
Total GASASS:		27,730.00
GRAINGER		
GRAINGER		
9776007065	BOOSTER GEN ROOM	79.93
9773013280	SEWER- BANK LIFT	102.44
9769380008	BRINE/ ANTI ICE	317.00
Total GRAINGER:		499.37
Total GRAINGER:		499.37
GREAME		
GREATAMERICA FINANCIAL SERVICES COR		
41127263	KYOCERA COPIER RENTAL	274.95
Total GREATAMERICA FINANCIAL SERVICES COR:		274.95
Total GREAME:		274.95
HAWINC		

CUSTOM PAYABLE INVOICE REPORT FOR VILLAGE OF LAKE VILLA
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Invoice Number	Description	Inv Amt
HAWINC		
HAWKINS, INC.		
7308049	CHLORINE CYLINDER	30.00
Total HAWKINS, INC.:		30.00
Total HAWINC:		30.00
HYDSER		
HYDRAULIC SERVICE & REPAIR INC		
410129	VEHICLE SUPPLIES- SNOWPLOW	144.72
Total HYDRAULIC SERVICE & REPAIR INC:		144.72
Total HYDSER:		144.72
IMPSUP		
IMPERIAL SUPPLIES LLC		
I001FX1553	VEHICLE SUPPLIES	103.72
Total IMPERIAL SUPPLIES LLC:		103.72
Total IMPSUP:		103.72
JULIE		
JULIE, INC		
2026-1045	JULIE FEES	1,461.75
Total JULIE, INC.:		1,461.75
Total JULIE:		1,461.75
KIMMID		
KIMBALL MIDWEST		
104103362	VEHICLE SUPPLIES	216.02
104087280	VEHICLE SUPPLIES	260.18
104103699	VEHICLE SUPPLIES	94.03
104116395	VEHICLE SUPPLIES	150.97
Total KIMBALL MIDWEST:		721.20
Total KIMMID:		721.20
LARLEO		
LARKSPUR & LEO LLC		
000008- JAN 22, 2026	125TH GALA- FLORAL ORDER	600.00
Total LARKSPUR & LEO LLC:		600.00
Total LARLEO:		600.00
LCMUNLEA		
LAKE COUNTY MUNICIPA		
JANUARY 15, 2026	LEGISLATIVE BREAKFAST- JANUA	40.00
Total LAKE COUNTY MUNICIPA:		40.00
Total LCMUNLEA:		40.00
LEEJEN		
LEE JENSEN SALES CO.		
0037459-00	WATER/ SEWER SUPPLIES	330.00
Total LEE JENSEN SALES CO.:		330.00
Total LEEJEN:		330.00
MCCIMP		
MC CULLOUGH IMPLEMENT COMPANY		
P03520	MINI KUBOTA	28.00
Total MC CULLOUGH IMPLEMENT COMPANY:		28.00
Total MCCIMP:		28.00
MCDMEC		
MCDONOUGH MECHANICAL		
118694	LEAKING RADIATORS AT MANSION	375.00
Total MCDONOUGH MECHANICAL:		375.00
Total MCDMEC:		375.00
MENANT		
MENARDS - ANTIOCH		
75378	BUILDING SUPPLIES	30.20

CUSTOM PAYABLE INVOICE REPORT FOR VILLAGE OF LAKE VILLA
 EXP CHECK RUN DATES 01/21/2026 - 02/02/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Description	Inv Amt
MENANT		
MENARDS - ANTIOCH		
75380	PARK SUPPLIES	26.55
75257	STREET/ PARK SUPPLIES	18.25
75354	ICE SPRAYER	66.13
75716	BUILDING SUPPLIES	192.57
Total MENARDS - ANTIOCH:		333.70
Total MENANT:		333.70
MGNLOCK		
MGN LOCK-KEY & SAFES		
6311618	KEYPAD PROGRAMMING ISSUE	186.75
Total MGN LOCK-KEY & SAFES:		186.75
Total MGNLOCK:		186.75
MILPIP		
MILLER PIPELINE, LLC		
298518	FINAL PAYMENT- GRASS LAKE RO	178,336.00
Total MILLER PIPELINE, LLC:		178,336.00
Total MILPIP:		178,336.00
MORSAL		
MORTON SALT		
5403998877	SALT	8,657.39
5403995861	SALT	8,631.75
Total MORTON SALT:		17,289.14
Total MORSAL:		17,289.14
NETTEC		
NETWORK TECHNOLOGY INNOVATIONS, INC		
4184	911 CALL BOX IN FRONT OF BLD	692.25
Total NETWORK TECHNOLOGY INNOVATIONS, INC:		692.25
Total NETTEC:		692.25
NICOR		
NICOR GAS		
01202026-3262	ES OAK KNOLL RD- END OF RD	450.06
01202026-1446	910 PARK AVE	67.12
012120265469	141 BELMONT AVE WELL HOUSE	296.01
02022026-6885	57 CEDAR AVE	259.00
02022026-9325	222 OAK KNOLL DR	379.79
02022026-5513	WS RT21 S BURNETT	225.20
02022026-2455	222 OAK KNOLL DR- WATER FACI	216.60
02022026-6481	129 RAILROAD AVE	192.20
02022026-7099	ES OAK KNOLL RD- END OF RD	162.64
02022026-8978	129 CENTRAL AVE #2	183.99
02022026-8365	65 CEDAR AVE	308.94
Total NICOR GAS:		2,741.55
Total NICOR:		2,741.55
OREAUT		
O'REILLY AUTO ENTERPRISES, LLC		
4599-305505	VEHICLE SUPPLIES	63.96
Total O'REILLY AUTO ENTERPRISES, LLC:		63.96
Total OREAUT:		63.96
PADGLA		
PADJEN GLASS ETCHING		
5522	VINYL GRAPHICS	1,165.00
Total PADJEN GLASS ETCHING:		1,165.00
Total PADGLA:		1,165.00
PEERLESS		
PEERLESS NETWORK, INC.		
89830	TELEPHONE	3,657.80
Total PEERLESS NETWORK, INC.:		3,657.80

CUSTOM PAYABLE INVOICE REPORT FOR VILLAGE OF LAKE VILLA
 EXP CHECK RUN DATES 01/21/2026 - 02/02/2026
 POSTED AND UNPOSTED
 OPEN AND PAID

Invoice Number	Description	Inv Amt
PEERLESS		
Total PEERLESS:		3,657.80
TESASS		
TESKA ASSOCIATES, IN		
15908	LAK25-86 LAKE VILLA PLEVIAK	3,020.00
15906	LAK15-63	3,810.00
15928	LAK25-93-LAKE VILLA- ZONING	3,050.00
Total TESKA ASSOCIATES, IN:		9,880.00
Total TESASS:		9,880.00
THOELE		
THOMPSON ELEVATOR		
26-0076	PERMIT INSPECTION & CERTIFI	107.00
26-0089	UNIT DEMO PERMIT INSPECTION	100.00
Total THOMPSON ELEVATOR:		207.00
Total THOELE:		207.00
TOPSDOG		
T.O.P.S. IN DOG TRAINING CORP.		
28422	PURCHASE OF CHARLI AND TRAIN	5,446.75
Total T.O.P.S. IN DOG TRAINING CORP.:		5,446.75
Total TOPSDOG:		5,446.75
USABLU		
USA BLUE BOOK		
INV00928236	SEWER SUPPLIES	296.85
Total USA BLUE BOOK:		296.85
Total USABLU:		296.85
VERWIR		
VERIZON WIRELESS		
6133731695	DEC 17- JAN 16, 2026	1,242.37
Total VERIZON WIRELESS:		1,242.37
Total VERWIR:		1,242.37
WARDIR		
WAREHOUSE DIRECT		
6051963-0	OFFICE SUPPLIES- SCISSORS /	197.88
Total WAREHOUSE DIRECT:		197.88
Total WARDIR:		197.88
Report Total:		301,273.61

AGREEMENT BETWEEN
VILLAGE OF LAKE VILLA
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of _____, 2026 by and between the Village of Lake Villa, an Illinois municipality with offices at CLIENT ADDRESS, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with *zoning and planning assistance* for the , hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates CLIENT CONTACT to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign TESKA CONTACT AND ROLE with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.70 per mile, tolls, reproduction, subcontractors, etc.). Engagement software, tools, data and license costs will be billed at direct cost consistent with the project scope and budget. Renewals or additional software, tools, data and license costs require written preauthorization from the CLIENT.

The 2026 billing rates for professional staff are:

	2026	2027
Scott Goldstein	\$180/hour	\$185/hour
Other Principals	\$160 -- \$200/hour	\$165-\$205/hour
Associate Principals	\$145 - \$155/hour	\$150-\$155/hour
Senior Associates	\$140 - \$145/hour	\$145-\$150/hour
Associates	\$125-130/hour	\$130-\$135/hour
Clerical/Technical	\$75/hour	\$80/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed \$5,000 per month without written authorization from the CLIENT. Special Services may be assigned by the CLIENT by written authorization from the Village Administrator to be billed at current hourly rates. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through April 30, 2026. The Agreement may be extended until April 30, 2027 through written approval by the Village Administrator.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability, Automobile Liability, and Professional Liability coverages in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000
 <u>Professional Liability</u>	\$2,000,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF LAKE VILLA

BY: _____
SCOTT GOLDSTEIN
PRESIDENT

BY: _____
NAME:
TITLE:

Date: _____

Date: _____

EXHIBIT A: SERVICES

VILLAGE PROJECT DESCRIPTION

Village of Lake Villa Planning & Zoning Consultant

The Village seeks to maintain its long-term arrangement with Teska Associates (Teska) to provide planning and zoning services on a scale appropriate to the Village's needs.

The services sought may be divided into two primary categories: Core Planning Services and Special Planning Projects.

1. Core Planning and Zoning Services

In this category, Teska will support the Village by bringing the perspectives of the professional planner. Teska will be providing ongoing, as-needed, support for activities such as:

- Ensuring a high level of customer service
- Addressing questions from architects regarding the Village Code
- Conducting Zoning Permit Reviews as assigned
- Development Reviews of Planned Developments and other Larger Development Projects
- Coordinating with the Village Administrator and Lake County
- Addressing questions regarding density, setback, height, etc.
- Providing support to the Plan Commission; Zoning Board of Appeals; and Village Board
- Addressing questions related to proposed development activities
- Interpreting Village Code

Building permit zoning reviews include:

- Accessory Structure
- Addition
- Alterations
- Deck
- Moving/Raising/Shoring/Underpinning
- New Principal Structure
- Solar Panel(s)

Minor building permits include:

- Demolition
- Driveway
- Fence
- Tent
- Patio

Pool permits include:

- Above ground pool/spa/hot tub
- Below ground pool

There may be other permits requiring zoning review as assigned by Village staff.

To further the Village's goal of timely responses to the public, Teska would be expected to complete Zoning Reviews for permit applications in the time frame described below:

First Review: 10-14 Business Days

Subsequent Reviews: 5 Business Days

Reviews of planned developments and larger development proposals will be based on agreed upon schedules. The consultant will report time on each review project so that the Village can charge to escrow accounts as appropriate.

Based on historical demand, it is estimated that approximately 32 hours of support from Teska may be needed each month for Core Planning Services. A consistent planner to provide these services (with additional support, as needed, provided from consistent back up staff) to the Village as described is desired. The number of hours needed will be reviewed annually and adjusted as mutually agreed upon. It is the Village's preference for the planner to provide support onsite during Village office hours approximately 2 days per month.

2. Special Planning Projects

The second primary category of services requested is managing Special Planning Projects. Examples would include: special area planning, conceptual site design, marketing opportunity sites and coordinating between the Village and developers.

Special Planning Projects are generally planned in advance and incorporated in the future calendar fiscal year budget. Under this model, the Village would seek cost proposals for planned Special Planning Projects, negotiate for an agreed flat fee or hourly rate, and proceed.

RESOLUTION NO. 2026-02-01

A RESOLUTION FOR CONSTRUCTION ON STATE HIGHWAYS –
ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Lake Villa, hereinafter referred to as MUNICIPALITY, located in the County of Lake, State of Illinois, desires to undertake, in the calendar years 2026 and 2027, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE VILLA, LAKE COUNTY, ILLINOIS, as follows:

SECTION 1: This Resolution shall take effect from and after its passage and approval as provided by law.

Passed by the Corporate Authorities on 2nd day of February, 2026 on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Mayor James McDonald

ATTEST:

Connie Olker, Village Clerk

10/09/25
12/05/25
01/27/26

(A)

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2026-02-01

ORDINANCE AMENDING
TITLE 1, "ADMINISTRATIVE REGULATIONS",
TITLE 3, "BUSINESS REGULATIONS", AND
TITLE 6, "POLICE REGULATIONS", OF THE LAKE VILLA VILLAGE CODE

(RE: Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts
Payable to the Village", of Title 1, "Administrative Regulations",
Chapter 8, "Liquor Regulations", of Title 3, "Business Regulations", and
Chapter 2, "Criminal Code, Offenses", of Title 6, "Police Regulations",
Relative to Tobacco, Delta 8 THC, Delta 9 THC, Delta 10 THC, and Kratom)

ADOPTED BY
THE CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA
THIS 2ND DAY OF FEBRUARY, 2026

Published in pamphlet form by authority of the Corporate Authorities of the
Village of Lake Villa, Lake County, Illinois, this 2nd day of February, 2026.

ORDINANCE AMENDING
TITLE 1, "ADMINISTRATIVE REGULATIONS",
TITLE 3, "BUSINESS REGULATIONS", AND
TITLE 6, "POLICE REGULATIONS", OF THE LAKE VILLA VILLAGE CODE

(RE: Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts
Payable to the Village", of Title 1, "Administrative Regulations",
Chapter 8, "Liquor Regulations", of Title 3, "Business Regulations", and
Chapter 2, "Criminal Code, Offenses", of Title 6, "Police Regulations",
Relative to Tobacco, Delta 8 THC, Delta 9 THC, Delta 10 THC, and Kratom)

WHEREAS, pursuant to the respective Illinois statutes, the Village of Lake Villa, Lake County, Illinois (hereinafter, the "Village") has the authority to establish and amend liquor regulations, to establish and regulate the sale of tobacco, and to establish and amend police regulations, and make other modifications to its Village Code; and

WHEREAS, the Corporate Authorities of the Village desire to amend the provisions of Chapter 18, "Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village", of Title 1, "Administrative Regulations", to amend the provisions of Chapter 8, "Liquor Regulations", of Title 3, "Business Regulations", and to amend the provisions of Chapter 2, "Criminal Code, Offenses", of Title 6, "Police Regulations", of the Village of Lake Villa Village Code, relative to the possession, delivery, and/or sale of tobacco and products containing Delta 8 THC, Delta 9 THC, Delta 10 THC, and Kratom, as well as to make other related amendments, all as herein set forth:

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

SECTION 1: The Mayor and Board of Trustees hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings to the same extent as if each such recital had been set forth herein in its entirety.

SECTION 2: That portion of the chart entitled Title 3, “Business Regulations”, contained in Section 1-18-1, “Fees, Charges, Deposits, Fines, and Other Amounts Payable to the Village”, of Section 18 of Title 1, “Administrative Regulations”, of the Lake Villa Village Code is hereby amended, in relevant part, to add a new chapter, “Chapter 22, Tobacco”, in numerical order, as set forth below:

TITLE 3, “BUSINESS REGULATIONS”			
Chapter 22, “Tobacco”			
Type	Village Code Section	Description	Amount
<u>Payment of annual nonrefundable dealer's license fee for the sale at retail of tobacco products, and/or alternative nicotine products, and related products, effective May 1, 2026</u>	3-22-2 and 3-22-4(A)	<u>Annual nonrefundable fee required to be paid to the Village for a dealer's license to sell at retail by any means (except by means of a vending machine), including but not limited to by means of the internet or other remote sales methods, and/or to give away, deliver, or keep with the intention of selling at retail, tobacco products, alternative nicotine products and related products and accessories within the Village.</u>	<u>Annual nonrefundable license fee of \$250.00 to be paid to the Village on or before May 1 of each year. (License year is May 1 through April 30 of the following year.)</u>
<u>Payment of annual nonrefundable license fee, per vending machine, for the sale of tobacco products, and/or alternative nicotine products, and related products, effective May 1, 2026</u>	3-22-4(B)	<u>Annual nonrefundable fee required to be paid to the Village for each vending machine in connection with an establishment whose principal business is not the sale of tobacco products and/or alternative nicotine products at retail, for a license to sell at retail by means of a vending machine tobacco products, alternative nicotine products and related products and accessories within the Village.</u>	<u>Annual nonrefundable license fee of \$250.00 to be paid to the Village for each vending machine on or before May 1 of each year. (License year is May 1 through April 30 of the following year.)</u>
<u>Mandatory daily license surcharge for violation of Chapter 22 of Title 3 or for violation of a license issued thereunder</u>	3-22-12	<u>If the Mayor determines that a licensee has violated any provision(s) of this Chapter or any provision(s) of the respective license issued by the Village, at the sole discretion of the Mayor, the Mayor may impose upon a licensee a mandatory license surcharge to be paid by a licensee to the Village for each violation in lieu of suspension or revocation of the subject license issued pursuant to this Chapter, and each day a violation exists or continues constitutes a separate offense.</u>	<u>\$250.00 mandatory daily license surcharge to be paid for each day a violation of this Chapter, or a violation of a license issued pursuant to this Chapter, exists or continues</u>

SECTION 3: Title 3, “Business Regulations”, shall be and is hereby amended by the addition of a new Chapter 22, “Tobacco”, which new Chapter shall read as follows:

“CHAPTER 22. - TOBACCO

“3-22-1: **Definitions.** For the purposes of this Chapter, the following words and phrases shall have the following meanings:

Alternative nicotine product means a product, substance, or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. “Alternative nicotine product” excludes cigars, cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in 720 Illinois Compiled Statutes 675/1 et seq., and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Kratom means any parts of the plant *Mitragyna speciosa*, whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation of that plant, including but not limited to mitragynine and 7-hydroxymitragynine.

Licensee means a person who has or is required to have a license issued pursuant to this chapter. This term includes but is not limited to any officer, director, manager, employee or agent of such a licensee.

Smoke or smoking means the carrying, smoking, burning, inhaling or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, and/or any other lighted tobacco product or accessory and/or the inhaling, exhaling, vaporizing, vaping, and/or otherwise using, any alternative nicotine products, and/or the carrying of any activated alternative nicotine accessory.

Smokeless tobacco means any tobacco products that are suitable for dipping or chewing.

Smoking herbs means all substances of plant origin and their derivatives, including, but not limited to, broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimsonweed and other members of the *Datura* genus, passionflower and wild lettuce, which are processed or sold primarily for use as smoking materials.

Tetrahydrocannabinol or *THC* means any product or substance that contains Delta 8 THC, Delta 9 THC, or Delta 10 THC derived from any plant or a chemical analog of THC or any cannabinoid which can undergo aging, heating, or a decarboxylation process to develop or activate THC and may be used for human consumption.

Tobacco and alternative nicotine product accessories means any items designed primarily for the smoking, the ingestion of, the inhaling of, the vaporizing of, or for otherwise using

tobacco products, and/or alternative nicotine products, and/or of substances made illegal under any statute or of substances whose sale, gift, barter or exchange is made unlawful under this chapter.

Tobacco products means any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, or smokeless tobacco.

Vape or vaping means the inhaling, exhaling, vaporizing, or otherwise using alternative nicotine products.

Vending machine means any mechanical, electric or electronic self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products or alternative nicotine products.

3-22-2: License Required; Uses and Sales Permitted and/or Prohibited.

- A. **License Required:** It shall be unlawful to sell or offer for sale at retail by any means, including but not limited to by means of the internet or other remote sales methods, or in vending machines, to give away, deliver or keep with the intention of selling at retail, giving away or delivering any tobacco products and/or alternative nicotine products within the Village without having first obtained from the Village a dealer's license which authorizes the sale of tobacco products and/or alternative nicotine products. Applications for such licenses shall be made in compliance with this Chapter.
- B. **Uses and Sales Permitted and/or Prohibited:**
 1. **Principal Use Prohibited:** Pursuant to the Village of Lake Villa Zoning Regulations, the establishment within the Village of any business whose primary purpose is the sale of tobacco product(s), alternative nicotine product(s), and/or smoking herbs, in any of their respective forms or any tobacco and/or alternative nicotine product accessories, or any part thereof, is prohibited within all zoning districts of the Village.
 2. **Use Permitted:** The sale of tobacco product(s), alternative nicotine product(s), and/or smoking herbs, in any of their respective forms, or any tobacco and/or alternative nicotine product accessories, or any part thereof, shall be permitted within the Village in compliance with the provisions of this Chapter upon the specific condition that such sales are only incidental to the principal use of the respective premises.
- C. **Exception:** Notwithstanding that tobacco sales as a principal use are prohibited within the Village, one such principal use has been specifically authorized by the Village, but only as a legal nonconforming use pursuant to annexation which such legal nonconforming use may never be enlarged or expanded.

3-22-3: Application for License. Any person desiring a license under this Chapter shall file in writing an application therefor with the Village Clerk upon a form provided by the Village Clerk,

setting forth the name and the address of the applicant, the name of the owner of the premises or establishment and such other information as may be prescribed.

3-22-4: Nonrefundable License Fees.

- A. Annual License. The annual nonrefundable fee for such license shall be as specified from time to time in Section 1-18-1 of this Code.
- B. Vending Machines. In lieu of the annual nonrefundable license fee for a dealer in tobacco and/or alternative nicotine products as provided for in subsection A of this section, where tobacco products and/or alternative nicotine products are served through a vending machine in connection with an establishment whose principal business is not the sale of tobacco products and/or alternative nicotine products at retail, the annual nonrefundable fee, per vending machine, for such license which authorizes the sale of tobacco products, and/or alternative nicotine products through such vending machines shall be as specified from time to time in Section 1-18-1 of this Code.

3-22-5: License Year. The license year for a dealer's license which authorizes the sale of tobacco product(s) and/or alternative nicotine product(s) shall begin on May 1 of each year and end on April 30 of the following year.

3-22-6: Underage Persons.

- A. Tobacco Products, Alternative Nicotine Products, and Smoking Herbs and Accessories.
 - 1. No person under 18 years of age shall buy, possess, smoke, vape, inhale, ingest, and/or otherwise use any tobacco product(s), alternative nicotine product(s), and/or smoking herbs in any of their respective forms or any tobacco and/or alternative nicotine product accessories, or any part thereof.
 - 2. No person under 21 years of age shall buy any tobacco product(s), alternative nicotine product(s), and/or smoking herbs in any of their respective forms or any tobacco and/or alternative nicotine product accessories, or any part thereof.
 - 3. No person, including but not limited to any licensee, shall sell to, buy for, deliver to, distribute samples of, and/or otherwise furnish to any person under 21 years of age any tobacco product(s), alternative nicotine product(s), and/or smoking herbs in any of their respective forms or any tobacco and/or alternative nicotine product accessories, or any part thereof.
 - 4. It shall be unlawful for any licensee or any employee or agent of such licensee to engage, employ or permit any person under 21 years of age to sell tobacco products, tobacco accessories, alternative nicotine product(s), and/or smoking herbs in any of their respective forms or any tobacco and/or alternative nicotine product accessories, or any part thereof.
- B. Sale(s) to Persons Under the Age of 21 Prohibited. Before selling, offering for sale, giving, or furnishing any tobacco product(s), tobacco accessory(ies), alternative nicotine product(s), and/or smoking herbs, or any tobacco and/or alternative nicotine product accessories, or any

part thereof, to another person, any licensee, or any employee(s) or agent(s) of such licensee, selling, offering for sale, giving, and/or otherwise furnishing any such product(s) and/or accessory(ies) shall verify that the person receiving any such product(s) and/or accessory(ies) is at least 21 years of age by:

1. Obtaining from any person who appears to be under 30 years of age and examining such person's government-issued photographic identification that establishes that such person is at least 21 years of age; or
2. For sales made through the internet or other remote sales methods, performing an age verification through an independent, third-party age verification service that compares information available from public records to the personal information entered by the person placing such order during the ordering process that establishes the person is 21 years of age or older.

C. False Identification Cards. It shall be unlawful for any person to display or use a false or forged form of identification or to transfer, alter or deface any government-issued form of identification for the purpose of obtaining any tobacco product(s), tobacco accessory(ies), alternative nicotine product(s), and/or smoking herbs in any of their respective forms.

D. Warning to Underage Persons.

1. Any licensee hereunder and/or any person, firm, partnership, company or corporation operating a place of business wherein tobacco products, tobacco accessories, alternative nicotine products and/or smoking herbs in any of their respective forms are sold or offered for sale shall post in a conspicuous place upon the licensed premises near every display of tobacco products, tobacco accessories, alternative nicotine products and/or smoking herbs a sign upon which there shall be imprinted the following statement:

SALE OF TOBACCO PRODUCTS, TOBACCO ACCESSORIES, ALTERNATIVE NICOTINE PRODUCTS, AND/OR SMOKING HERBS TO PERSONS UNDER 21 YEARS OF AGE OR THE MISREPRESENTATION OF ONE'S AGE FOR THE PURPOSE OF PROCURING ANY OF SUCH ITEMS IS PROHIBITED BY LAW. THE POSSESSION AND/OR USE OF TOBACCO PRODUCTS, TOBACCO ACCESSORIES, ALTERNATIVE NICOTINE PRODUCTS, AND/OR SMOKING HERBS BY ANY PERSON UNDER 18 YEARS OF AGE IS ALSO PROHIBITED BY LAW.

2. Such a sign shall be printed on a white card in red letters at least one-half inch in height.

3-22-7: Distribution Locations Restricted.

A. Sales in Proximity to Certain Institutions.

1. It shall be unlawful for any person to sell, offer for sale, deliver as part of any sale, or give away or deliver for promotional or marketing purposes, tobacco products *and/or*

alternative nicotine product(s) to any person within 100 feet of any day care center, nursery school, private primary school, public primary school, private secondary school, public secondary school, public library, or any public park or playground.

2. For purposes of the application of this subsection A, the 100-foot separation shall be measured from the building in which the sale of tobacco products and/or alternative nicotine products are proposed to be located to the property line of any day care center, nursery school, private primary school, public primary school, private secondary school, public secondary school, public library, or of any public park or playground, provided, however, that any lawful business location used for the sale of tobacco products and/or alternative nicotine product(s) which existed prior to the effective date of this section shall not be prohibited by the subsequent establishment and/or the existing location of any of those certain institutions identified in subsection A1 of this section.

B. Free Distributions Prohibited in Certain Places. It shall be unlawful for any licensee or any person in the business of selling or otherwise distributing, promoting or advertising tobacco products and/or alternative nicotine products or any employee or agent of any such licensee or person in the course of such licensee's or person's business to offer, distribute, give away or deliver tobacco products and/or alternative nicotine products free of charge to any person on any right-of-way, park, playground or other public property owned by the Village, by any school district, by any park district, or by any public library.

C. Sample Distributions. No person shall distribute without charge sample(s) of any tobacco product(s) or of any alternative nicotine product(s) to any other person, regardless of age:

1. Within a retail establishment selling tobacco product(s) and/or alternative nicotine product(s), unless the retailer, or an employee or agent of the retailer, has verified that the recipient is 21 years of age or older by the recipient's presentation of a government-issued form of photographic identification;
2. From any mobile vehicle;
3. On a public way as a promotion or advertisement of a distributor and/or manufacturer of tobacco, tobacco product(s), and/or alternative nicotine product(s).

This subsection C shall not apply to the distribution of a tobacco product sample in any adult-only retail facility. For the purpose of this section, "adult only retail facility" means an enclosed retail facility or retail area where the operator ensures or has a reasonable basis to believe (such as by checking identification as required under state law, or by checking the identification of any person appearing to be under the age of 30) that no person under legal age is present in such a restricted facility and persons under the age of 21 shall be permanently prohibited from such restricted facility.

D. Definitions. For purposes of this section, the terms "day care center", "nursery school", "private primary school", "public primary school", "private secondary school", "public secondary school", shall each have the respective meaning set forth in the Village of Lake

Villa Village Code, as amended from time to time, but such school shall not include training studios, professional or vocational schools, or independent student learning centers.

3-22-8: Display and Sale of Tobacco Product(s), Tobacco Accessories, Alternative Nicotine Product(s), and Smoking Herbs. Each licensee hereunder shall be required to comply with the following provisions and restrictions relative to the sale and display of tobacco product(s), tobacco accessory(ies), alternative nicotine product(s), and smoking herbs:

- A. Any licensed premises that derives less than 80 percent of its revenue from the sale of tobacco product(s), tobacco accessory(ies), alternative nicotine product(s) and/or smoking herbs must display and sell all such product(s) on the licensed premises from behind the counter or in an age- restricted area and/or such product(s) shall be kept in a sealed display case, except as otherwise provided below.
- B. The restrictions contained in subsection A of this section do not apply to a licensed premises that: 1) derives at least 80 percent of its revenue from the sale of tobacco product(s), tobacco accessory(ies), alternative nicotine product(s), and/or smoking herbs; 2) does not permit persons under the age of 21 to enter the premises unless accompanied by a parent or legal guardian; and 3) posts a sign on or in close proximity to the main entranceway of the licensed premises stating that persons under the age of 21 are prohibited from entering unless accompanied by a parent or legal guardian.
- C. Any licensed premises that derives at least 80 percent of its revenue from the sale of tobacco, tobacco product(s), alternative nicotine product(s), and/or smoking herbs: 1) shall not permit persons under the age of 21 to enter the premises unless accompanied by a parent or legal guardian, and 2) shall post a sign on or in close proximity to the main entranceway of the licensed premises stating that persons under the age of 21 are prohibited from entering unless accompanied by a parent or legal guardian.

3-22-9: Advertising, Display, Sale, Offering for Sale, Giving Away or Delivery of Delta 8 THC, Delta 9 THC, Delta 10 THC, or Kratom.

- A. The advertising, display, sale, offering for sale, giving away or delivery of any product or substance containing Delta 8 THC, Delta 9 THC, Delta 10 THC, or Kratom, or any synthetic version of any of the foregoing substances are prohibited on any licensed premises pursuant to this Chapter.
- B. In no event shall any holder of a current Village license authorizing the selling or offering for sale, giving away, delivering, or keeping with intent to sell, give away, or deliver tobacco products or alternative nicotine products containing any Delta 8 THC, Delta 9 THC, Delta 10 THC, or Kratom, or any synthetic version of any of the foregoing substances.
- C. The printed labeling or packaging of any such product shall establish the contents of such product by a preponderance of the evidence.

D. This Chapter shall have no bearing or effect on the Cannabis Regulation and Tax Act (410 ILCS 705/1, et seq.) or the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1, et seq.).

3-22-10: Vending Machines; Locking Devices. It shall be unlawful for any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products and/or alternative nicotine products by use of a vending machine unless such vending machine is equipped with a manual, electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of 21 years. Any premises where access by persons under the age of 21 years is prohibited by law or premises where the public is generally not permitted and where vending machines are strictly for the use of employees of a business located at such premises shall be exempt from the requirements of this section.

3-22-11: Liability of Licensee for Agents and Employees. Every act or omission of whatsoever nature constituting a violation of any of the provisions of this Chapter by any officer, director, manager or other agent or employee of any licensee shall be deemed and held to be the act of such licensee; and such licensee shall be punishable in the same manner as if such act or omission had been done or omitted by the licensee personally.

3-22-12: Suspension or Revocation of License and Costs.

- A. Suspension or Revocation; License Surcharge in Lieu Thereof. The Mayor may suspend or revoke any license issued under the provisions of this Chapter if he or she determines that the licensee has violated any of the provisions of this Chapter. In lieu of suspension or revocation of a license, the Mayor may instead levy a license surcharge which shall be as specified from time to time in Section 1-18-1 of this Code for each violation. Each day on which a violation exists or continues shall constitute a separate offense.
- B. Hearing. No such license shall be suspended or revoked and no licensee shall be fined except after a public hearing by the Mayor, with a seven (7) day written notice to the licensee, affording the licensee an opportunity to appear and defend against the charges contained in such notice. The seven (7) day notice provisions shall begin the day following mailing by certified mail or on the day of personal service.
- C. Decisions. The Mayor shall, within seven (7) days after such hearing, if he or she determines after such hearing that the license should be revoked or suspended or that the licensee should be fined, state the reason for such determination in a written order and either the amount of the fine, the period of suspension or that the license has been revoked and serve a copy of such order upon the licensee within the seven (7) days by personal service or by certified mail.
- D. Costs.
 - 1. Any licensee determined by the Mayor to have violated any of the provisions of this Chapter shall pay to the Village the costs of the hearing before the Mayor on such violation. The Mayor shall determine the costs incurred by the Village for said hearing, including, but not limited to: court reporter fees, the cost of transcripts or records,

attorney fees, the cost of preparing and mailing notices and orders and all other miscellaneous expenses incurred by the Village or such lesser sum as the Mayor may allow.

2. The licensee shall pay said costs to the Village within thirty (30) days of notification of the amount of such costs by the Mayor. Failure to pay said costs within thirty (30) days of notification is a violation of this Chapter and may be cause for license suspension or revocation or the imposition of the license surcharge as aforesaid.

SECTION 4: Section 3-8-1, “Definitions”, of Chapter 8, “Liquor Regulations”, of Title 3, “Business Regulations”, is hereby amended by the addition of the following two (2) definitions, which shall each be added in alphabetical order and which shall each read as follows:

3-8-1: **DEFINITIONS:** Unless the context otherwise requires, the following terms as used in this Chapter, shall be construed according to the definitions given below:

* * * *

Kratom: Any parts of the plant *Mitragyna speciosa*, whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation of that plant, including but not limited to mitragynine and 7-hydroxymitragynine.

* * * *

Tetrahydrocannabinol (THC): Any product or substance that contains Delta 8 THC, Delta 9 THC, or Delta 10 THC derived from any plant or a chemical analog of THC or any cannabinoid which can undergo aging, heating, or a decarboxylation process to develop or activate THC and which may be used for human consumption.

* * * *

SECTION 5: Section 3-8-11, “Additional Prohibited Acts and Conditions”, of Chapter 8, “Liquor Regulations”, of Title 3, “Business Regulations”, shall be amended by the addition of a new Subsection J, which shall read as follows:

3-8-11: ADDITIONAL PROHIBITED ACTS AND CONDITIONS:

* * * *

“J. In no event shall any current holder of a Village liquor license sell, deliver, serve, and/or give away on the licensed premises of such holder any product or substance designed to, intended to, or which may actually be eaten, chewed, ingested, inhaled, smoked, or otherwise consumed by a human being when such product or substance contains any Delta 8 THC, Delta 9 THC, Delta 10 THC, Kratom, or any synthetic version of any of the foregoing substances.”

SECTION 6: Section 6-2-11, “Possession, Use and/or Delivery of Cannabis and/or Other Illegal Substances”, of Chapter 2, “Criminal Code, Offenses”, of Title 6, “Police Regulations”, is hereby amended to read as follows:

“6-2-11: POSSESSION, USE AND/OR DELIVERY OF CANNABIS AND/OR OTHER ILLEGAL SUBSTANCES:

A. **Definitions:** As used in this Section, the following words and terms shall have the meanings ascribed to them in this Section unless the context otherwise requires:

ADULT USE CANNABIS:	Cannabis which is sold, purchased, possessed, and used in compliance with the Cannabis Regulation and Tax Act.
CANNABIS:	Includes marijuana, hashish and other substances which are identified as including any parts of the plant Cannabis sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including the naturally occurring or synthetically produced ingredients, whether produced directly or indirectly or by extraction, or independently by means of chemical syntheses or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination. Cannabis does not include industrial hemp as authorized under the Illinois Industrial Hemp Act (505 ILCS 89/1, et seq.).
CANNABIS REGULATION AND TAX ACT:	Illinois Public Act 101-027, as said Act may be amended from time to time.
COMPASSIONATE USE ACT:	The Compassionate Use of Medical Cannabis Pilot Program Act, Public Act 98-0122 in force beginning January 1, 2014, as said Act may be amended from time to time (410 ILCS 130).
CONTROLLED SUBSTANCE:	Shall have the meaning ascribed to it in the Illinois Controlled Substances Act, as amended from time to time, as if that definition were incorporated herein.
DELIVER OR DELIVERY:	The actual, constructive or attempted transfer of possession of cannabis, with or without consideration, whether or not there is an agency relationship.
DRUG PARAPHERNALIA:	All equipment, products and materials of any kind, other than methamphetamine manufacturing materials as defined in Section 10 of the Methamphetamine

	<p>Control and Community Protection Act, which are intended to be used unlawfully in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the Illinois Cannabis Control Act, as amended from time to time, the Illinois Controlled Substances Act, as amended from time to time, or the Methamphetamine Control and Community Protection Act, as amended from time to time. It includes, but is not limited to:</p> <ol style="list-style-type: none"> 1. Kits intended to be used unlawfully in manufacturing, compounding, converting, producing, processing or preparing cannabis or a controlled substance; 2. Isomerization devices intended to be used unlawfully in increasing the potency of any species of plant which is cannabis or a controlled substance; 3. Testing equipment intended to be used unlawfully in a private home for identifying or in analyzing the strength, effectiveness, or purity of cannabis or controlled substances; 4. Diluents and adulterants intended to be used unlawfully for cutting cannabis or a controlled substance by private persons; 5. Objects intended to be used unlawfully in ingesting, inhaling, or otherwise introducing cannabis, cocaine, hashish, or hashish oil into the human body including, where applicable, the following items: <ol style="list-style-type: none"> a. Water pipes; b. Carburetion tubes and devices; c. Smoking and carburetion masks; d. Miniature cocaine spoons and cocaine vials; e. Carburetor pipes; f. Electric pipes; g. Air driven pipes; h. Chillums; i. Bongs; j. Ice pipes or chillers. 6. Any item whose purpose, as announced or described by the seller, is for use in violation of this Section.
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	7. Any other item defined as "drug paraphernalia" by the Drug Paraphernalia Control Act, as it may be amended from time to time.
PERSON:	Any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other entity.
<u>TETRAHYDROCANNABINOL or THC</u>	<u>Any product or substance that contains Delta 8 THC, Delta 9 THC, or Delta 10 THC derived from any plant or a chemical analog of THC or any cannabinoid which can undergo aging, heating, or a decarboxylation process to develop or activate THC and which may be used for human consumption.</u>

B. Possession, Use, Delivery, and/or Sale of Cannabis Prohibited:

1. It shall be unlawful for any person to knowingly possess, use, deliver and/or sell, and/or to attempt to deliver and/or sell cannabis, including but not limited to any product or substance containing Delta 8 THC, Delta 9 THC, Delta 10 THC, or any combination thereof, in any concentration, except as allowed by and in compliance with the Compassionate Use Act and/or except as allowed by and in compliance with the Cannabis Regulation and Tax Act, and then only if and as allowed by this Section.
2. It is unlawful for a person under twenty-one (21) years of age to possess, purchase, use, or deliver cannabis, including but not limited to any product or substance containing Delta 8 THC, Delta 9 THC, Delta 10 THC, or any combination thereof, in any concentration, except in compliance with and as authorized by the Compassionate Use Act.
3. It is unlawful for any parent or guardian, or other person to permit or allow the possession, purchase, use, or delivery of cannabis, including but not limited to any product or substance containing Delta 8 THC, Delta 9 THC, Delta 10 THC, or any combination thereof, in any concentration, by their own child or by any other person who is under twenty-one (21) years of age on premises owned or under the control of such parent, guardian, or other person, except in compliance with and as authorized by the Compassionate Use Act.
4. It is unlawful for any person to remain in any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area when said person knows, or reasonably should know, that one or more other persons located in such motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area are in possession of any cannabis, or any substance containing cannabis, including but not limited to any product or substance containing Delta 8 THC, Delta 9 THC, Delta 10 THC, or any combination thereof, in any concentration, any controlled substance, and/or any other illegal substance prohibited by Illinois statute, except as allowed by and in compliance with the Compassionate Use Act and/or except as allowed by and in compliance with the Cannabis Regulation and Tax Act.

5. It is unlawful for any person to knowingly suffer, permit, or allow the violation of the provisions of this section in any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area of which such person is the owner, lessee, permittee, bailee, legal possessor, or occupier thereof.
6. Pursuant to the authority reserved to municipalities under Section 55-25 of the Cannabis Regulation and Tax Act, adult-use cannabis businesses (including dispensing organizations, cultivation centers, craft growers, processing organizations, infuser organizations, and transporting organizations (collectively, "Adult Use Cannabis Businesses"), all as defined by the Cannabis Regulation and Tax Act (P.A. 101-0027) or as said Act may be amended from time to time, and are hereby prohibited from locating anywhere within or operating anywhere within the corporate limits of the Village, except as authorized pursuant to Title 10, Zoning Regulations, of the Village Code, provided, however, this Section shall not be construed to prohibit the operation of any facility licensed to operate pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130/1, et seq.), as may be amended from time to time, that does not also hold a license to operate pursuant to the Cannabis Regulation and Tax Act, but only in compliance with the Zoning Ordinance of this Village.
7. No person shall locate, operate, own, suffer, allow to be operated, or aid, abet, or assist in the operation of any adult use cannabis business within the Village, except as authorized pursuant to Title 10, Zoning Regulations, of the Village Code.
8. The operation of any adult use cannabis business within the Village in violation of the provisions of this Section is hereby declared to be a public nuisance which shall be abated pursuant to all available remedies, except as authorized pursuant to Title 10, Zoning Regulations, of the Village Code.

C. **Prima Facie Proof:** Whenever a person is present within any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area of which such person is the owner, lessee, permittee, bailee, legal possessor or occupier at the time that a violation of the provisions of this Section occurs therein, said presence shall be *prima facie* evidence that such person had knowledge of such violation.

D. **Medical Use Of Cannabis:** Notwithstanding anything contained in this Village Code to the contrary, pursuant to the Compassionate Use of Medical Cannabis Pilot Program Act (410 ILCS 130), as it may be amended from time to time ("the Compassionate Use Act"), the immunities and presumptions set forth in that Act related to the medical use of cannabis are hereby incorporated herein by reference to the extent applicable.

E. **Adult Use Of Cannabis:** Notwithstanding anything contained in this Village Code to the contrary, pursuant to the Cannabis Regulation and Tax Act (Public Act 101-027) (the "Cannabis Regulation and Tax Act"), the immunities and presumptions set forth in that Act related to limited consumption, use, sale and possession as set forth in the Cannabis Regulation and Tax Act are hereby incorporated herein by reference to the extent applicable.

F. **Drug Paraphernalia:** The possession, use or sale of drug paraphernalia is prohibited, except cannabis paraphernalia that is possessed, owned, and/or used in connection with the use of cannabis, including but not limited to any product or substance containing Delta 8 THC.

Delta 9 THC, Delta 10 THC, or any combination thereof, in any concentration, but only to the extent allowed by and in compliance with the Compassionate Use Act and/or only to the extent as allowed by and in compliance with the Cannabis Regulation and Tax Act.

G. Exceptions: A person who is over twenty-one (21) years of age may not possess, use, purchase, deliver, or attempt to deliver cannabis, including but not limited to any product or substance containing Delta 8 THC, Delta 9 THC, Delta 10 THC, or any combination thereof, in any concentration, except as allowed by and in compliance with the Compassionate Use Act and/or as allowed by and in compliance with the Cannabis Regulation and Tax Act.”

SECTION 7: Section 6-2-14, “Tobacco Products and Alternative Nicotine Products”, of Chapter 2, “Criminal Code, Offenses”, of Title 6, “Police Regulations”, is hereby deleted in its entirety, and a new Section 6-2-14, “Kratom Products”, shall be inserted in lieu thereof, which new Section shall read as follows:

“6-2-14: KRATOM PRODUCTS:

A. Definitions. As used in this section, the word “Kratom” shall have the following meaning, unless the context otherwise requires:

Kratom: Any parts of the plant *Mitragyna speciosa*, whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation of that plant, including but not limited to mitragynine and 7-hydroxymitragynine.

B. Sale of Kratom Prohibited: It shall be unlawful for any person to knowingly distribute, deliver, and/or sell, and/or attempt to distribute, deliver, and/or sell kratom.

C. Possession of Kratom By Minors Prohibited: It is unlawful for any person under the age of 21 years to possess or use kratom.”

SECTION 8: The Corporate Authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word “Ordinance” can be changed to “Section”, “Article”, “Chapter”, “Paragraph”, or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 9: All parts of the Lake Villa Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent

of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 10: This Ordinance shall not affect any punishment, discipline, infraction, or penalty or any action based on any other Ordinance of this Village incurred before the effective date of this Ordinance, nor any suit, prosecution or proceeding pending at the time of the effective date of this Ordinance, for an offense or violation committed or cause of action arising before this Ordinance, and said other ordinances as heretofore existing shall continue in full force and effect for said limited purpose.

SECTION 11: 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 Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 12: Section 1, Section 2, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12 and Section 13 of this Ordinance shall be effective immediately from and after its passage, approval and publication as provided by law. All other Sections of this Ordinance shall be effective on May 1, 2026 after its passage, approval, and publication as provided by law.

SECTION 13: The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

Passed by the Corporate Authorities on February 2nd, 2026, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on February 2, 2026

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Connie Olker, Village Clerk

PUBLISHED IN PAMPHLET FORM THIS 2ND DAY OF FEBRUARY, 2026.