

Attached is the agenda packet for the June 5, 2023 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

The Village Board meeting will begin at 7:00 PM. With the new Village Board meeting format, all discussions and business will occur at the Village Board meeting. After consideration of the meeting minutes and accounts payable, the meeting will proceed to new and old business.

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

James McDonald, Mayor
Mary Konrad, Clerk
Austin Adams, Treasurer



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

AGENDA
VILLAGE OF LAKE VILLA

June 5, 2023

7:00 pm

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes of May 15, 2023 Board Meeting
5. Accounts Payable – June 5, 2023
6. Mayor
 - a. Daisy's Artish Cafe
7. Staff Reports
8. New Business
 - a. Ordinance 2023-06-01: An Ordinance Approving a Redevelopment Agreement by and between the Village of Lake Villa and ARS Capital Real Estate LLC. (201 Park Avenue)
 - b. Ordinance 2023-06-02: An Ordinance Establishing Rules for Interpretation of the Zoning Map Relative to Parcels Located in Multiple Zoning Districts
 - c. Ordinance 2023-06-03: An Ordinance Amending the Village of Lake Villa Official Zoning Map
 - d. Resolution No. 2023-06-01: A Resolution to Induce the Redevelopment of Certain Property within a TIF District (0 Park Avenue)
 - e. Authorization: Police Commission to fill one Police Officer Vacancy
 - f. Authorization to Execute: Design/Engineering Proposal for Burnett/Walden Water Main
 - g. Authorization to Execute: Design/Engineering Proposals for Grand Avenue Water Main and Multi-Use Pedestrian Path
 - h. Ordinance 2023-06-04: An Ordinance Authorizing the Sale of Surplus Personal Property

- i. Approval: Motion to Reject Bids Relative to the Cedar Avenue Crosswalk
- j. Approval: Motion to Reject Bids Relative to the Annual Curb and Sidewalk Program

9. Executive Session

10. Adjournment

James McDonald, Mayor
Mary Konrad, Clerk
Austin Adams, Treasurer



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

DATE: May 31, 2023
TO: Village Board of Trustees
FROM: Michael Strong
Village Administrator
RE: Agenda Transmittal

New Business

- a. **Ordinance 2023-06-01: An Ordinance Approving a Redevelopment Agreement by and between the Village of Lake Villa and ARS Capital Real Estate LLC. (201 Park Avenue).**

Staff Contact(s): Michael Strong, Village Administrator

The Village Board will discuss and consider approval of an Ordinance approving a Tax Increment Financing incentive in an amount not to exceed \$701,250 for the purchase and rehabilitation of the property located at 201 Park Avenue in the Lake Villa Park Avenue Business Park. The Project includes various interior improvements, infrastructure upgrades, and life/safety enhancements necessary for the relocation of a manufacturing business to 201 Park Avenue.

The Redevelopment Agreement lays out various terms relative to the project. Based on the current site condition and property valuation, Village Staff is recommending that the incentive reimbursement be paid out in equal installments over a 10-year period once the project is complete. The Village's total incentive amount represents 25% of the estimated \$2,805,000 investment in the property. Language has been included in the Agreement to support an additional improvement to the site, subject to the Property Owner's discretion in proceeding with a second phase of improvements.

Suggested Motion: *Motion to approve Ordinance 2023-06-01 Approving a Redevelopment Agreement by and Between the Village of Lake Villa and ARS Capital Real Estate LLC. For the Property Located at 201 Park Avenue.*

- b. **Ordinance 2023-06-02: An Ordinance Establishing Rules for Interpretation of the Zoning Map Relative to Parcels Located in Multiple Zoning Districts**

Staff Contact(s): Michael Strong, Village Administrator, Scott Goldstein, Land Planner (Teska & Associates)

The Village Board is asked to consider a recommendation prepared by the Zoning Board of Appeals relative to various properties that are located within multiple zoning districts. The Village Board discussed this issue during a Village Board meeting on March 6, 2023, and directed Village Staff to discuss the issue before the Zoning Board of Appeals to develop new rules for interpreting such situations within the Village.

Pursuant to Village Board direction, the Zoning Board of Appeals held a public hearing on May 18, 2023 to discuss the matter and has approved a recommendation establishing new rules in the Zoning Code for interpreting zoning classification for these properties. Based on direction and recommendations by the Zoning Board of Appeals, the following rules would be applied by the Zoning Administrator:

1. Assign a zoning district based upon the majority area of the lot or parcel which is located in one zoning district;
2. Assign a zoning district based upon a comparison of the given lot or parcel to all adjacent lot(s) and/or parcel(s);
3. Assign a zoning district which minimizes any hardship on the owner(s)

As proposed, these rules would be applied sequentially to determine an appropriate zoning district for a subject parcel. The proposed Ordinance also establishes a process for owner(s) to appeal the application of these rules. Background materials, including the draft Ordinance are attached to the agenda packet.

Suggested Motion: *Motion to approve Ordinance 2023-06-02 Establishing Rules for Interpretation of the Zoning Map Relative to Parcels Located in Multiple Zoning Districts.*

c. Ordinance 2023-06-03: An Ordinance Amending the Village of Lake Villa Official Zoning Map

Staff Contact(s): Michael Strong, Village Administrator

The Village Board will discuss and consider approval of an Ordinance granting an amendment to the Lake Villa Zoning Map and rezoning the property located at 0 Park Avenue, an approximate 16-acre parcel located in the Park Avenue Business Park. The Property Owner, Lake Development Company, LLC., is seeking rezoning of the property to the Village's Limited Industrial (LI) Zoning District and approval of an amendment to the official Lake Villa Zoning Map.

If approved, this amendment would permit the property to be redeveloped for industrial and/or commercial uses and is consistent with the Village's Future Land Use Map as part of the Comprehensive Plan. The Zoning Board of Appeals held a Public Hearing on May 18, 2023. During the Public Hearing, the Zoning Board of Appeals heard from the Petitioner and adjacent property owners relative to the request for rezoning. The Petitioner presented this rezoning request to assist with marketing and promoting the sale of the parcel. There is not currently a plan for redevelopment of the site. Adjacent property owners expressed concern with the redevelopment of the parcel, due to existing stormwater issues around the site, and to the north along Burnett Avenue. It should be noted that existing draining and/or stormwater issues within the parcel would most likely be addressed as part of any future redevelopment of the property pursuant to the Watershed Development Ordinance regulated by the County.

The Zoning Board of Appeals, upon conclusion and closing of the public hearing recommended approval of the Petitioner's application and request based on Findings of Fact, and conditions, outlined in the attached Ordinance. Pursuant to the Village Code, the Village Board may approve the Plan Commission's recommendation and adopt the Ordinance, approve with additional conditions, deny the request, and/or remand the matter back to the Plan Commission to further investigate specific matters relative to the development.

Suggested Motion: *Motion to approve Ordinance 2023-06-03 Amending the Village of Lake Villa Official Zoning Map Relative to the Property Located at 0 Park Avenue.*

d. Resolution No. 2023-06-01: A Resolution to Induce the Redevelopment of Certain Property within a TIF District (0 Park Avenue)

Staff Contact: Michael Strong, Village Administrator

The Village Board will discuss and consider approval of a Resolution declaring the Village's intention to authorize the reimbursement of eligible project expenses using Tax Increment Financing (TIF) funds from the Village's Downtown TIF Fund. The redevelopment project is related to the acquisition of the property located at 0 Park Avenue and installation of various underground infrastructure and public-right-of-way to accommodate an industrial subdivision and new buildings within the site. If the redevelopment project moves forward, the Village and the developer would enter into a formal Redevelopment Agreement that would lay out the amount of TIF Funds eligible for reimbursement, and under what conditions or terms such financing would be reimbursed to the developer.

Suggested Motion: *Motion to approve Resolution 2023-06-01 A Resolution inducing the Redevelopment of Certain Property located within a TIF District*

e. Authorization: Police Commission to fill one Police Officer Vacancy

Staff Contact: Rochelle Tisinai, Chief of Police

Per State Statute, the Police Commission is responsible for filling Police Officer, Sergeant and Lieutenant positions, when authorized to do so by the Village Board. Candidates for these positions are determined by the Police Commission. Per Chief Tisinai's enclosed memorandum, the Police Department is recommending that the Police Commission be authorized to hire a Police Officer to fill an impending vacancy that will be left with the future retirement of Police Officer Mike Geraty who will be retiring in September.

Suggested Motion: *Motion to Authorize the Lake Villa Police Commission to Fill one Vacant Police Officer Position.*

f. Authorization to Execute: Design/Engineering Proposal for Burnett/Walden Water Main

Staff Contact: Jim Bowles, Superintendent of Public Works – Water/Sewer

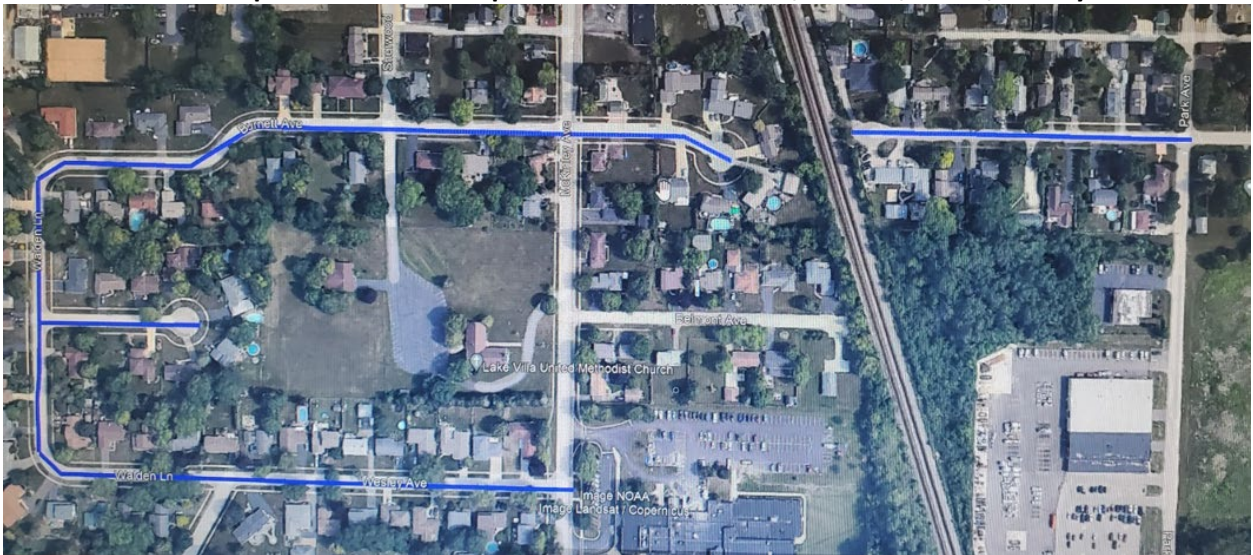
The FY2024 capital improvement program includes funding to support the design/engineering

for a water main replacement project in the residential area on Burnett Avenue, Walden Lane, Laurie Court, and Wesley Avenue.

The water main in this area was built prior to 1978 and is beginning to show its age as the Village has responded to approximately a dozen water main breaks along this line over the last 3-4 years. Just this past winter, Village Staff had a series of water main breaks over a one-week period in December.

The project area includes approximately 6,000 lineal feet of water main that would include a looping water main located within the cul-de-sacs as required by our engineering standards (see map). The Village is proposing that design/engineering be completed for the project area that includes a primary scope area (Burnett/Walden/Wesley) located west of McKinley Avenue along with an alternate scope area which includes the portion of Burnett Avenue east of McKinley and the railroad tracks. This would allow the Village with some options for bidding in the event the estimate of probable costs exceeds future project funding capacity.

Map of Water Main Replacement Area: Burnett/Walden/Laurie/Wesley



Village staff recommends approval of a design engineering contract with Applied Technologies, Inc., the Village's engineering firm for this project in an amount not to exceed \$84,000.

Below is an estimated summary of the project budget:

FY2024 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Yes/No
Water/Sewer Capital Fund – D/E Burnett/Walden Water Main 91-00-00-8160	\$84,000	\$84,000	Yes

Suggested Motion: *Authorization to Execute a Design Services Agreement with Applied Technologies, Inc. and Authorize the Village Administrator to Execute an Agreement in the Amount Not to Exceed \$84,000.*

g. Authorization to Execute: Design/Engineering Proposals for Grand Avenue Water Main and Multi-Use Pedestrian Path

Staff Contact(s): Jim Bowles, Superintendent of Public Works – Water/Sewer, Michael Strong, Village Administrator

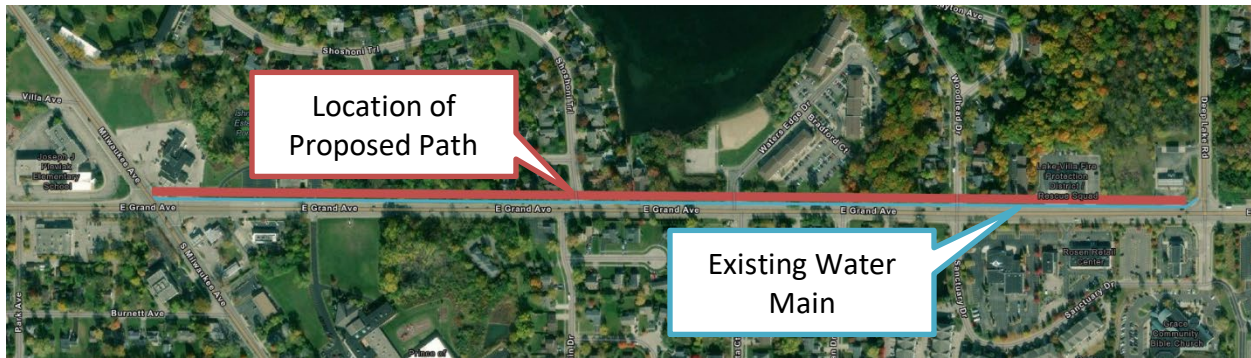
Pursuant to direction provided by the Village Board during the budget workshop and as part of the FY2024 Capital Improvement Program, two proposals are being presented for consideration relative to a future water main replacement and multi-use pedestrian path along Grand Avenue between Route 83 (Milwaukee Avenue) and Deep Lake Road. Background is being provided for the benefit of discussing the phasing for the design and construction of these projects and potential future funding sources.

In Illinois, multi-use pedestrian paths are a major funding category through the Illinois Transportation Enhancement Program (ITEP). ITEP is offered on a cyclical basis and typically becomes available every two years. The program maintains approximately \$125 million dollars of federal funding with a maximum of three million dollars per project. The breakdown of cost sharing is eighty percent (80%) federal funding with twenty percent (20%) local matching funds. The federal participation is applicable to final engineering (Phase II), construction engineering (Phase III) and construction. The next call for projects is anticipated in August 2024, for a 2025 award cycle.

Because projects associated with pedestrian paths can be costly they make good project candidates for grant funding. With the nearing completion of the Land Bridge in Lindenhurst, which includes a pedestrian path that will connect the Lake Villa/Lindenhurst Library to Deep Lake Road and the potential redevelopments of the northwest and northeast corners of Route 83 and Grand Avenue, Village staff believes a connection point from Deep Lake Road to this intersection will enhance future pedestrian connectivity across town. The Village applied for ITEP funding in 2020 for this project but was not awarded due to the lack of preliminary engineering (Phase I) that had been completed at the time of submittal. The Village could enhance the competitiveness of its grant application by completing Phase I engineering.

Included for consideration by the Village Board is a proposal for Phase I engineering submitted by Gewalt Hamilton & Associates. The Village has used Gewalt Hamilton & Associates in the past for grant-funded pedestrian enhancements, and the firm currently holds special certification from IDOT for these types of projects. Should the Village Board support the construction of a pedestrian path and ITEP grant submittal, Staff recommends that an existing water main located below the surface of the easement area of the proposed path be replaced as part of the project (see Map).

Map of Grand Avenue Water Main and Proposed Pedestrian Path



The existing water main was installed in 1975 and is approaching the end of its useful life. Additionally, the replacement of the main would also allow the Village to install a new meter at the interconnection point with Lindenhurst. This has been an ongoing recommendation provided to the Village as part of our annual LMO-2 reporting that is filed with the IDNR for our Lake Michigan water allocation. This would help ensure that usage/billing are reconciled should the interconnection be opened to feed Lindenhurst. Currently, there is no way to track actual flow and usage in Lindenhurst at the interconnection point.

Given the length of the water main, estimated at approximately 3,600 linear feet, Village staff believes this would be a good candidate for an IEPA Loan, especially if the Village is awarded grant funding for the pedestrian path. However, the Village Board should be aware that if grant funds are pursued, additional time will be necessary to navigate the federal grant process and IDOT agreement process. Based on the scope of the two projects, below is a summary of the schedule, which is approximate and subject to change:

Water Main:

Design/Engineering Complete	February 2024
Begin Construction (FY2025/2026)	June 2025
Complete Project	November 2025

Pedestrian Path:

IDOT Announces ITEP Funding Cycle	July 2024
ITEP Funding Cycle Application Period	August – September 2024
Phase I Engineering – IDOT Approval	September - October 2024
IDOT Announcement of Grant Recipients	December 2024
Phase II Engineering – IDOT Approval	August 2026
Begin Construction (FY2027/2028)	April 2027
Complete Project	November 2027

Because of the length of time federal funding can add, Village Staff would recommend that these projects be completed in sequential fiscal years beginning no earlier than FY2025/2026 with the Water Main replacement. Given water main replacement anticipated along the Burnett/Walden area in FY2024/2025, delaying construction on the grand avenue water main for a year will allow the current IDOT Land Bridge project to finish and allow the Village to spread these water main projects across multiple fiscal years.

Below is an estimated summary of the project budget(s):

FY2024 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Yes/No
Water/Sewer Capital Fund – D/E Grand Avenue Water Main & Interconnection 91-00-00-8160	\$135,000	\$155,000	Yes
Capital Fund – Phase I Engineering Grand Avenue Path	\$135,000	\$137,636	Yes
Capital Fund – Planning Studies/Contingency	\$75,000	\$27,636	Yes

It should be noted that IDOT has agreed to pay for a portion of the Phase I project expenses relative to the pedestrian path improvements in an amount up to \$27,750. This funding will be used to offset overages for the Phase I engineering of the pedestrian path and design engineering costs for the water main to ensure future IEPA Loan eligibility and program assistance requirements which cumulatively equal \$27,635.75. Once Phase I engineering for the pedestrian path is complete, Village Staff will request reimbursement from the State to cover these expenses.

Suggested Motion: *Authorization to Execute a Design Services Agreement for the Grand Avenue Pedestrian Path with Gewalt Hamilton Associates. and Authorize the Village Administrator to Execute an Agreement in the Amount Not to Exceed \$137,635.75.*

AND

Suggested Motion: *Authorization to Execute a Design Services Agreement for the Grand Avenue Water Main Replacement Project with Applied Technologies, Inc. and Authorize the Village Administrator to Execute an Agreement in the Amount Not to Exceed \$155,000.*

h. Ordinance 2023-06-04: An Ordinance Authorizing the Sale of Surplus Personal Property

Staff Contact: Ryan Horton, Superintendent of Public Works

The Village Board is requested to discuss and consider whether to recommend approval of an Ordinance disposing of surplus Village property. In reviewing our items for disposal, there is various used equipment and vehicles that have been identified as beyond useful life and deemed appropriate for disposal. These include four (4) vehicles that will be disposed of as part of the Village's fleet replacement program for FY2024. These vehicles include the following:

- 2004 Chevrolet Colorado Truck (Public Works/Water/Sewer)
- 1983 GMC Cube Van (Water/Sewer)
- 2010 Ford Expedition (Police)
- 2014 Ford Explorer (Police)

These vehicles are in the process of being replaced via the Village's fleet leasing program with Enterprise Fleet Management.

A copy of the Ordinance declaring the property surplus is attached for Village Board consideration.

Suggested Motion: Motion to approve Ordinance 2023-06-04 Authorizing the Sale of Surplus Property Owned by the Village of Lake Villa

g. Rejection of Bids: Cedar Avenue Crosswalk Project

Staff Contact: Ryan Horton, Superintendent of Public Works

As part of the FY2024 capital improvement program, funding is allocated to construct a crosswalk in downtown Lake Villa that would provide a mid-corridor pedestrian connection between Grand Avenue and Railroad Avenue. The crosswalk would be located adjacent to the Village parking lot connect a municipal parking lot located adjacent to 127 Cedar Avenue and connect to the west side of Cedar Avenue.

The improvements include the sidewalk removal and reconstruction, asphalt driveway removal and reconstruction, grading, pavement markings, and signage. The crosswalk, as originally designed, would require the removal of one angled on-street parking space to accommodate the crosswalk. The crosswalk would be fully ADA-accessible. In mid-April the Village placed the project out to bid, with a subsequent bid opening on May 11, 2023. Bid pricing requested consisted of unit-based-pricing based on estimated quantities for the scope of the project. The following is a summary of the bids that were received for the project:

Company Name	Bid Amount
Everlast Blacktop Inc.	\$44,371
Alliance Contractors Inc.	\$87,940

The Village's current budget for the project (\$36,000) does not have the capacity to cover these bid amounts. However, after reviewing the bids, and through discussions with the bidders, Village staff is exploring an alternative design option that would relocate the sidewalk further south which might lead to cost reductions in the future and eliminate impacts to on-street parking and adjacent businesses. If the Village Board concurs, Staff will work with engineers to relocate the project to the south and potential re-bid the project in the winter for a spring 2024 installation.

Suggested Motion: Motion to Reject All Bids Relative to the Cedar Avenue Crosswalk Project for FY2024.

h. Rejection of Bids: 2023 Curb and Sidewalk Replacement Project

Staff Contact: Ryan Horton, Superintendent of Public Works

As part of the FY2024 capital improvement program, funding is allocated for the Village's annual curb and sidewalk replacement program. This project consists of the removal and replacement of curb and gutter, replacement of four (4) and (6") sidewalk panels, and incidental restoration of pavements and landscapes.

In mid-April the Village placed the project out to bid, with a subsequent bid opening on May 11, 2023. Bid pricing requested consisted of unit-based-pricing based on estimated quantities for the scope of the project. Staff estimated 1,750 linear feet of curb and gutter replacements, and 500 square feet of sidewalk remove and replacement. This is the equivalent of approximately 30 individual sidewalk panels. On May 11, 2023, the Village received bids which consisted of unit-based pricing based on these estimated quantities. The following is a summary of the bids that were received for the project:

Company Name	Bid Amount
Schroeder & Schroeder Inc.	\$116,350
Everlast Blacktop Inc.	\$122,750
Alliance Contractors Inc.	\$226,900

The Village's current budget for this project (\$75,000) does not have the capacity to cover these bid amounts. However, since the bid opening, Village Staff has reached out to contractors who have performed this work in the past and is considering modifying the program and rebidding it to reduce future costs. More information will be provided to the Village Staff during the meeting.

Suggested Motion: *Motion to Reject All Bids Relative to the 2023 Curb and Sidewalk Replacement Project for FY2024.*

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
May 15th, 2023**

Call to Order: Mayor McDonald called the meeting to at 7:00 p.m.

Present: Mayor McDonald, Clerk Konrad, Trustees: Nielsen, Barbato, O'Reilly, Bartlett and McCollum, Village Administrator Michael Strong, Police Chief Rochelle Tisinai, Public Works Supervisors Ryan Horton and Jim Bowles and Village attorney Rebecca Alexopolous. Trustee Savell was absent.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Public Comment: Concerns were raised by a resident of Oak Knoll regarding code violations that the Village will address.

Minutes: It was moved by Trustee Nielsen and seconded by Trustee Barbato to approve the amended May 1st, 2023 Village Board meeting minutes.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Finance: It was moved by Trustee Nielsen and seconded by Trustee Barbato to approve the Accounts Payable Report for May 15th, 2023 for \$383,765.55

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Mayor: VFW will hold the Memorial Day Parade on Monday, May 29th at Noon. Public Works was awarded a proclamation dedicating May 21st-27th as Public Works Week.

Staff Reports: Public Works advised that IDOT is moving forward with the Grand Avenue project. Traffic will be, tentatively effected the 1st week of June. The IDOT Rt 83 project is in the patching and sidewalk phase with anticipated resurfacing beginning the week of June 12th.

The Village Administrator advised that MC2 sent out a revised notice to residents and have established a dedicated email for any questions. The ZBA upcoming meeting will have topics of re-zoning, split zone discussion, modified shipping containers and home occupation matters. The Meeting has been re-scheduled from June 15th to June 13th.

The Police Department presented their annual report to include the success of multiple programs, training and recognition of officers. They include establishing an 'Internet Purchase Exchange Zone' allowing resident a designated area for internet sales exchanges; IDOT Traffic Safety Campaigns, a state run initiative to keep drivers safe and FLOCK which enhances law enforcement ability to keep the Village and surrounding areas safe. The department successfully completed multiple training opportunities and scenarios that address high risk situations and the following Awards to officers:

Letters of Commendation awarded to:

Det. Gomez
Sgt. Gardiner
Sgt Lindberg
Ofc Demski
Ofc. Caliendo
Ofc Willer

Letters of Appreciation awarded to:

Ofc Demski
Ofc Caliendo
Ofc Beck
Ofc Krey
Ofc Dreyer
Sgt Dvorak

New Business

It was moved by Trustee Barbato and seconded by Trustee O'Reilly to approve Ordinance 2023-05-04 appointing a director and alternate director rto represent the Village of Lake Villa on the Central Lake County Joint Action Water agency (CLCJAWA)

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Authorization to Purchase a Hooklift System for a 2024 International HV607

Pursuant to previously authorizing the purchase of the International cab and chassis in November 2021 and Village Board direction, Village Staff has received Sourcewell pricing to purchase a Hooklift system upfit for a 2024 International HV607 cab and chassis. The estimated build date of August/September 2023.

The hooklift system allows greater flexibility in usage of its heavy-duty truck chassis by allowing for interchangeability of truck bodies. Included in the upfit are various truck body attachments, including a twelve-foot dump body, V-Box salt spreader, anti-icing skid, and flatbed. The truck will also be outfitted with central hydraulics and eleven-foot

plow. This investment is common with Municipalities due to flexibility in their heavy-duty operations.

Staff is recommending that the Village Board award the purchase to Lindco Equipment Sales for the purchase of the Hooklift System upfit for the procured International cab and chassis. The proposed FY2024 budget of \$310,000 includes the purchase of the 2024 International HV607 cab and chassis (\$80,000), and upfit for the hooklift system (\$224,931).

It was moved by Trustee O'Reilly and seconded by Trustee McCollum to Authorize the Purchase of a Hooklift System from Lindco Equipment Sales in Merrillville, Indiana, in an amount not to exceed \$224,931.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Approval: Managed GIS Services for FY2024

Village Staff currently rely on an internal Geographic Information System (GIS) to provide intelligent, map based system to access and analyze information on Village infrastructure. This information is accessed by our water/sewer operations to assist in the development process as well as for capital infrastructure and maintenance planning. Because this system as consistently proven to be an effective way to manage operations, Village staff believes GIS services could evolve to support additional operating departments as well as provide data to the public. Specifically, the Village has an opportunity to expand information both internally and externally so that information can be made available to better support our operations and services which include but are not limited to:

Internal Opportunities

- Expand asset management capacity
- Improve data quality
- Allow broader access to information
- Data-driven decision making
- Asset inventory
- Replacement Schedules
- Preventative Maintenance

External Opportunities

- Educate and Inform – Story Mapping
- Enhance Self-Service
- Community Maps
- Zoning Information
- Project Information
- Marketing and Promotion

A summary of the proposals is below which includes total projected costs for a 12-month period:

- Baxter & Woodman Consulting Engineers \$28,400
- Cloudpoint Geospatial* \$27,000 Minimum 2-year contract offer
- Spark by MGP, Inc. \$31,900

Village staff met with each of the three firms and reviewed scope of services with their cost estimates for a 12-month period to transition into managed GIS services. Village staff reviewed and contacted references for these firms. While Cloudpoint Geospatial provided the lowest proposal, they require a minimum 2-year service period and propose virtual services only. In addition, travel to and from the Village for on-site meetings or discovery work along with any field work would be billed on an hourly basis. Based on the Village's existing relationship with Baxter & Woodman, the firm's qualifications, experience, depth of service offerings and cost, Village staff recommend execution of an agreement with Baxter & Woodman for a 12-month period in an amount not to exceed \$30,000. This would authorize an additional 20 service hours for the year on various projects or additional GIS layer development.

It was moved by Trustee Barbato and seconded by Trustee Nielsen to approve of a Master Services Agreement with Baxter & Woodman Consulting Engineers for Managed GIS Services and authorization for the Mayor to execute the agreement in the amount not to exceed \$30,000.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Adjournment: It was moved by Trustee O'Reilly and seconded by Trustee McCollum to adjourn at 8:04 pm.

APPROVED BY ME THIS _____ June, 2023

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

06/01/2023 12:20 PM

User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 05/16/2023 - 06/05/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 1/12

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: AEP ENERGY AEP ENERGY		
BANK CODE: 40208		
05122023-3973	0 PAINTED LAKES BI MCKINZIE T C	10,145.58
05252023-3995	LITE RT/25 683 BLAZING STAR DR	108.21
05252023-3984	0 IL83 TFLT RT/25	33.33
TOTAL BANK CODE: 40208		10,287.12
TOTAL VENDOR AEP ENERGY AEP ENERGY		10,287.12
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
300963	TIMKEN BEARING	62.42
298560	TRUCK # 3- POWER STEERING FILTER/ FUEL	170.17
298561	TRUCK # 3 -AIR FILTER	58.94
TOTAL BANK CODE: 40208		291.53
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		291.53
VENDOR CODE: APPMEC APPLE MECHANICAL INC		
BANK CODE: 40208		
35065	LEHMANN MANSION- SPRING MAINT	940.00
35066	TRAIN STATION- SPRING MAINT	165.00
35067	VILLAGE HALL- SPRING MAINT	290.00
35068	POLICE STATION- SPRING MAINT	165.00
TOTAL BANK CODE: 40208		1,560.00
TOTAL VENDOR APPMEC APPLE MECHANICAL INC		1,560.00
VENDOR CODE: APPTec APPLIED TECHNOLOGIES		
BANK CODE: 40208		
36389	REDWOOD- ENGINEERING- PHASE EA-2	672.00
36389	SEWER/WATER ENGINEERING	3,713.00
36389	STREETS ENGINEERING	3,516.00
TOTAL BANK CODE: 40208		7,901.00
TOTAL VENDOR APPTec APPLIED TECHNOLOGIES		7,901.00
VENDOR CODE: ATOZ A TO Z RENTAL CENTER		
BANK CODE: 40208		
243202	PROPANE TANK	21.76
TOTAL BANK CODE: 40208		21.76
TOTAL VENDOR ATOZ A TO Z RENTAL CENTER		21.76
VENDOR CODE: AWAKAY AWARDS BY KAYDAN		
BANK CODE: 40208		
22110	MAGNET BADGE- DOUG SAVELL	7.50
TOTAL BANK CODE: 40208		7.50

06/01/2023 12:20 PM

User: CDENZEL

DB: Lake Villa

CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 05/16/2023 - 06/05/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: AWAKAY AWARDS BY KAYDAN		
	TOTAL VENDOR AWAKAY AWARDS BY KAYDAN	7.50
VENDOR CODE: BILLMC BILL MCNEIL		
BANK CODE: 40208		
162935	STRAW BALES	75.00
	TOTAL BANK CODE: 40208	75.00
	TOTAL VENDOR BILLMC BILL MCNEIL	75.00
VENDOR CODE: BROALA BROOKS-ALLAN		
BANK CODE: 40208		
LOGO MAT	LOGO MAT	452.54
46579	GOLD FOIL POLICE BADGE STICKERS	459.16
	TOTAL BANK CODE: 40208	911.70
	TOTAL VENDOR BROALA BROOKS-ALLAN	911.70
VENDOR CODE: CARSER CARDMEMBER SERVICE		
BANK CODE: 40208		
8601	HR MEETING	51.66
5575	BOARD MTG	53.96
3299	ANNUAL GOLF OUTING- MAYOR	300.00
8839	FMCSA D&A CLEARINGHOUSE	25.00
6105	HR MEETING	45.53
2772	BACKGROUND CHECK	147.15
4248	LAKE COUNTY RECORDER -ONLINE ACCESS MEMB	5.00
3884	AMAZON- LAWN MOWER BLADE REPLACEMENT	26.86
5857	DROPBOX	19.99
4673	MOBILE ROOM ESCAPE	1,648.00
9534	CRAIN'S	16.25
2159	CUP HOLDER	41.19
1931	TRAINING/ TRAVEL- AUSTIN DEMSKI	536.64
5091	TRAINING/TRAVEL	36.62
3603	TRAINING/TRAVEL	30.00
7580	TRAINING/ TRAVEL- JAMES DECARO	748.65
7598	TRAINING/ TRAVEL- ROCHELLE TISINAI	748.65
1898	TRAINING/ TRAVEL	33.98
0848	LAKE COUNTY CHIEFS OF POLICE	28.00
6693	KEURIG K- CUP PODS	116.98
	TOTAL BANK CODE: 40208	4,660.11
	TOTAL VENDOR CARSER CARDMEMBER SERVICE	4,660.11
VENDOR CODE: CENLCJAWA CENTRAL LAKE COUNTY JAWA		
BANK CODE: 40208		
0501-0531	MAY 2023	53,812.80
	TOTAL BANK CODE: 40208	53,812.80
	TOTAL VENDOR CENLCJAWA CENTRAL LAKE COUNTY JAWA	53,812.80
VENDOR CODE: CES CES		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: CES CES		
BANK CODE: 40208		
LKV/097650	STOCK- STREET LIGHTS	38.95
TOTAL BANK CODE: 40208		38.95
TOTAL VENDOR CES CES		38.95
VENDOR CODE: CLADAV CLARENCE DAVIDS & CO		
BANK CODE: 40208		
INV9995	FLOWER PROPOSAL- VILLAGE HALL- PYMT 2	56.95
INV9996	FLOWER PROPSAL -LEHMANN PARK -PYMT 2	1,507.50
TOTAL BANK CODE: 40208		1,564.45
TOTAL VENDOR CLADAV CLARENCE DAVIDS & CO		1,564.45
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		
05252023-COMCAST	65 CEDAR AVE	2.10
05252023-2880	65 CEDAR AVE OFC	378.64
TOTAL BANK CODE: 40208		380.74
TOTAL VENDOR COMCAB COMCAST CABLE		380.74
VENDOR CODE: COMED COMED		
BANK CODE: 40208		
05262023-4047	222 OAK KNOLL DR UNIT A	5,314.92
05262023-3203	TFLT, METERED 0 RT83	51.05
TOTAL BANK CODE: 40208		5,365.97
TOTAL VENDOR COMED COMED		5,365.97
VENDOR CODE: CONFES CONSERV FS, INC.		
BANK CODE: 40208		
102025776	603.8 GAL UNL GAS	2,053.52
102025775	428.3 GAL DIESEL	1,457.93
102025926	432.9 GAL UNL GAS	1,577.05
TOTAL BANK CODE: 40208		5,088.50
TOTAL VENDOR CONFES CONSERV FS, INC.		5,088.50
VENDOR CODE: CRORES CROWN RESTROOMS		
BANK CODE: 40208		
PS532496	GLACIER PARK- UNIT RENTAL	47.03
TOTAL BANK CODE: 40208		47.03
TOTAL VENDOR CRORES CROWN RESTROOMS		47.03
VENDOR CODE: CUTWOR CUTLER WORKWEAR		
BANK CODE: 40208		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: CUTWOR CUTLER WORKWEAR		
BANK CODE: 40208		
PS-INV020344	UNIFORM ALLOWANCE- RYAN HORTON	107.95
TOTAL BANK CODE: 40208		107.95
TOTAL VENDOR CUTWOR CUTLER WORKWEAR		107.95
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
36071	USB HUB/USB-C TO HDMI ADAPTER	119.96
36124	HARDWARE PACKAGE/ SAMSUNG 24" MONITORS	887.95
36125	ANNUAL ROCKET CYBER SECURITY OPERATIONS	8,400.00
TOTAL BANK CODE: 40208		9,407.91
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		9,407.91
VENDOR CODE: DOMLOS DOMINICK LOSTROSCIO		
BANK CODE: 40208		
06012023-DOMINICK	STREETS TRAINING	50.00
TOTAL BANK CODE: 40208		50.00
TOTAL VENDOR DOMLOS DOMINICK LOSTROSCIO		50.00
VENDOR CODE: DYNENE DYNEGY ENERGY SERVICES		
BANK CODE: 40208		
306942723051	ELECTRIC SUPPLIER -APRIL 2023	5,007.15
TOTAL BANK CODE: 40208		5,007.15
TOTAL VENDOR DYNENE DYNEGY ENERGY SERVICES		5,007.15
VENDOR CODE: EMPBENCOR EMPLOYEE BENEFITS CORPORATION		
BANK CODE: 40208		
4052032	FSA	560.84
4039664	BEST FLEX PLAN	120.00
TOTAL BANK CODE: 40208		680.84
TOTAL VENDOR EMPBENCOR EMPLOYEE BENEFITS CORPORATIC		680.84
VENDOR CODE: ENDHOU ENDRESS + HAUSER, INC.		
BANK CODE: 40208		
6002446075	METER CALIBRATION/ VERIFICATION	1,533.65
TOTAL BANK CODE: 40208		1,533.65
TOTAL VENDOR ENDHOU ENDRESS + HAUSER, INC.		1,533.65
VENDOR CODE: ENT ENTERPRISE FM TRUST		
BANK CODE: 40208		
FBN4718317	MAINTENANCE MANAGEMENT	137.03
FBN4723219	MAINTENANCE MANAGEMENT	84.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ENT ENTERPRISE FM TRUST		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		221.03
TOTAL VENDOR ENT ENTERPRISE FM TRUST		221.03
VENDOR CODE: ESSCOE ESSCOE LLC		
BANK CODE: 40208		
58864	LEHMANN MANSION	620.00
58917	PUBLIC WORKS- FIRE ETINGUISHER INSPECTIO	33.75
TOTAL BANK CODE: 40208		653.75
TOTAL VENDOR ESSCOE ESSCOE LLC		653.75
VENDOR CODE: FACMOTPAR FACTORY MOTOR PARTS CO.		
BANK CODE: 40208		
162-145360	TRUCK # 13	98.09
TOTAL BANK CODE: 40208		98.09
TOTAL VENDOR FACMOTPAR FACTORY MOTOR PARTS CO.		98.09
VENDOR CODE: GALL'S GALL'S, LLC		
BANK CODE: 40208		
024525625	UNIFORM ALLOWANCE- JOHN WILLER	136.80
024525626	UNIFORM ALLOWANCE- ERIK LINDBERG	224.79
024501107	UNIFORM ALLOWANCE- ERIK LINDBERG	298.62
024520179	UNIFORM ALLOWANCE- ERIC CAHANIN	59.52
024390066	UNIFORM ALLOWANCE- THOMAS DVORAK	60.17
024390401	UNIFORM ALLOWANCE- GREGORY REGNIER	139.00
024458935	UNIFORM ALLOWANCE- THOMAS DVORAK	113.95
024485398	UNIFORM ALLOWANCE- KURTIS KREY	49.61
024348786	UNIFORM ALLOWANCE- JOHN BAGHDASARIAN	78.48
024348706	UNIFORM ALLOWANCE- THOMAS DVORAK	231.75
024348666	UNIFORM ALLOWANCE- ESTEBAN GOMEZ	107.49
024249932	UNIFORM ALLOWANCE- ZACHARY BECK	55.45
TOTAL BANK CODE: 40208		1,555.63
TOTAL VENDOR GALL'S GALL'S, LLC		1,555.63
VENDOR CODE: GRAINGER GRAINGER		
BANK CODE: 40208		
9699293560	WATER SUPPLIES	60.53
9706435204	SOAP DISPENSER/ PARK BATHROOMS	69.88
9711370891	EXPANDABLE TOOL 3/8 -16 STEEL	19.33
TOTAL BANK CODE: 40208		149.74
TOTAL VENDOR GRAINGER GRAINGER		149.74
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		
6471590	CHLORINE CYLINDER	50.00
TOTAL BANK CODE: 40208		50.00
TOTAL VENDOR HAWINC HAWKINS, INC.		50.00
VENDOR CODE: ICOPS ICOPS		
BANK CODE: 40208		
ICOPS 06012023	PAY PERIOD 05/13-05/26/2023	276.00
ICOPS 05182023	PAY PERIOD 04/29-05/12/2023	276.00
TOTAL BANK CODE: 40208		552.00
TOTAL VENDOR ICOPS ICOPS		552.00
VENDOR CODE: IMPCOU IMPRESSIONS COUNT		
BANK CODE: 40208		
BR-230663	BEACH SIGNS	505.60
TOTAL BANK CODE: 40208		505.60
TOTAL VENDOR IMPCOU IMPRESSIONS COUNT		505.60
VENDOR CODE: JWILLER JOHN WILLER		
BANK CODE: 40208		
23664964	UNIFORM ALLOWANCE	231.99
TOTAL BANK CODE: 40208		231.99
TOTAL VENDOR JWILLER JOHN WILLER		231.99
VENDOR CODE: LAKEPOND LAKE AND POND SOLUTIONS, LLC.		
BANK CODE: 40208		
5830	POND TREATMENT/ SHERWOOD PARK	232.77
6376	POND TREATMENT/ LEHMANN MANSION	196.27
6404	POND TREATMENT- SHERWOOD PARK	692.53
TOTAL BANK CODE: 40208		1,121.57
TOTAL VENDOR LAKEPOND LAKE AND POND SOLUTIONS, LLC.		1,121.57
VENDOR CODE: LAKSEP LAKELAND SEPTIC SERVICE		
BANK CODE: 40208		
84202	2 HOLDING TANKS- LOFFREDO PARK EVERY 14	333.00
TOTAL BANK CODE: 40208		333.00
TOTAL VENDOR LAKSEP LAKELAND SEPTIC SERVICE		333.00
VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
BANK CODE: 40208		
78493	ACCOUNTING ASSISTANCE- APRIL 2023	600.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		600.00
TOTAL VENDOR LAUAME LAUTERBACH & AMEN, LLP		600.00
VENDOR CODE: LCCPA LAKE COUNTY CHIEFS OF POLICE ASSOC		
BANK CODE: 40208		
359	MONTHLY MEETING/ LUNCH	28.00
TOTAL BANK CODE: 40208		28.00
TOTAL VENDOR LCCPA LAKE COUNTY CHIEFS OF POLICE ASSOC		28.00
VENDOR CODE: LCTREAS LAKE COUNTY TREASURER		
BANK CODE: 40208		
280208026	APRIL 2023 BUILDING SERVICES	3,256.98
TOTAL BANK CODE: 40208		3,256.98
TOTAL VENDOR LCTREAS LAKE COUNTY TREASURER		3,256.98
VENDOR CODE: LEEJEN LEE JENSEN SALES CO. INC.		
BANK CODE: 40208		
0021834-00	GASCO CALIBRATION TANK	180.00
TOTAL BANK CODE: 40208		180.00
TOTAL VENDOR LEEJEN LEE JENSEN SALES CO. INC.		180.00
VENDOR CODE: LFGEORGE LF GEORGE INC.		
BANK CODE: 40208		
38015	TILLER ATTACHMENT FOR UTILITY	6,320.00
TOTAL BANK CODE: 40208		6,320.00
TOTAL VENDOR LFGEORGE LF GEORGE INC.		6,320.00
VENDOR CODE: LINPAR LINDENHURST PARK DISTRICT		
BANK CODE: 40208		
2-2023	LIVE MUSIC IN THE PARKS -2023	5,000.00
TOTAL BANK CODE: 40208		5,000.00
TOTAL VENDOR LINPAR LINDENHURST PARK DISTRICT		5,000.00
VENDOR CODE: LOGDRE LOGAN DREYER		
BANK CODE: 40208		
06012023-LOGAN	UNIVERSAL TRAUMA CARE COURSE -EQUIPMENT	98.39
06012023-LOGAN	UNIVERSAL TRAUMA CARE COURSE -EQUIPMENT	265.93
06012023-LOGAN	UNIVERSAL TRAUMA CARE COURSE -EQUIPMENT	33.97
06012023-LOGAN	UNIVERSAL TRAUMA CARE COURSE -EQUIPMENT	46.23
06012023-LOGAN	UNIVERSAL TRAUMA CARE COURSE -EQUIPMENT	49.68
TOTAL BANK CODE: 40208		494.20

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: LOGDRE LOGAN DREYER		
	TOTAL VENDOR LOGDRE LOGAN DREYER	494.20
VENDOR CODE: LVPOL LAKE VILLA POLICE PENSION FUND		
BANK CODE: 40208		
LVPOL 05182023	PAY PERIOD 04/29-05/12/2023	6,106.11
LVPOL 06012023	PAY PERIOD 05/13-26,/2023	6,101.34
	TOTAL BANK CODE: 40208	12,207.45
	TOTAL VENDOR LVPOL LAKE VILLA POLICE PENSION FUND	12,207.45
VENDOR CODE: MCGLAN MCGILL LANDSCAPING, INC.		
BANK CODE: 40208		
21181MG	TOPSOIL	162.00
	TOTAL BANK CODE: 40208	162.00
	TOTAL VENDOR MCGLAN MCGILL LANDSCAPING, INC.	162.00
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
28860	PARK SUPPLIES	12.54
28635	CRACK RESISTANCE CONCRETE	12.98
28834	MANSION	50.56
29015	SHOP SUPPLIES	58.96
29209	SIDEWALKS	11.01
29214	PD SUPPLIES- HANGING TV IN CONF ROOM	52.06
29159	LEHMANN PARK	11.98
29240	6" POP UP	3.99
	TOTAL BANK CODE: 40208	214.08
	TOTAL VENDOR MENANT MENARDS - ANTIOCH	214.08
VENDOR CODE: MIDAMERI MID AMERICAN WATER		
BANK CODE: 40208		
258803W	12" HDPE SOLID PIPE	1,284.00
	TOTAL BANK CODE: 40208	1,284.00
	TOTAL VENDOR MIDAMERI MID AMERICAN WATER	1,284.00
VENDOR CODE: MILDES MILIEU DESIGN LLC		
BANK CODE: 40208		
170080	WELLS MOWING	144.00
170081	LIFT-SEWER MOWING	108.00
170082	MANSION- MOWING	372.33
170092	MAINT FACILITY- MOWING	252.33
170093	METRA/ EMPTY LOT- MOWING	112.50
170079	PARKS- MOWING	733.67
170229	PARKS- MOWING	2,201.01
170231	LIFT-SEWER MOWING	324.00
170232	LEHMANN- MOWING	756.99
170237	METRA MOWING/ RIGHT OF WAY MOWING	337.50

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MILDES MILIEU DESIGN LLC		
BANK CODE: 40208		
170230	WELLS -WATER MOWING	432.00
170233	VACANT LOT -MOWING	150.00
170234	METRA- MOWING	112.50
170236	MAINT FACILITY -MOWING	756.99
TOTAL BANK CODE: 40208		6,793.82
TOTAL VENDOR MILDES MILIEU DESIGN LLC		6,793.82
VENDOR CODE: MISC-MR ROBERT BELL		
BANK CODE: 40208		
06/01/2023	RAW RATIONS PET FOOD	197.27
TOTAL BANK CODE: 40208		197.27
TOTAL VENDOR MISC-MR ROBERT BELL		197.27
VENDOR CODE: NACO NACO RETIREMENT SOLUTIONS		
BANK CODE: 40208		
NACO 06012023	PAY PERIOD 05/13-05/26/2023	2,700.38
NACO 05182023	PAY PERIOD 04/29-05/12/2023	2,700.38
TOTAL BANK CODE: 40208		5,400.76
TOTAL VENDOR NACO NACO RETIREMENT SOLUTIONS		5,400.76
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
05152023-0006	500 E GRAND AVE #3	177.98
05182023-3262	ES OAK KNOLL RD- END OF RD	62.69
05182023-8632	725 E GRAND AVE #4	164.69
05182023-3343	1509 OAKLAND DR- LIFT STATION	57.88
05252023-7099	ES OAK KNOLL RD- END OF RD	213.95
05252023-8978	129 CENTRAL AVE # 2	167.01
05252023-5469	141 BELMONT AVE- WELL HOUSE	241.00
05252023-1446	910 PARK AVE	60.18
05252023-5513	WS RT 21 S. BURNETT	81.90
05252023-9325	222 OAK KNOLL DR	151.93
05252023-6885	57 CEDAR AVE	118.40
05252023-6481	129 RAILROAD AVE	91.76
05252023-2455	222 OAK KNOLL DR- WATER FACILITIES BLDG	98.66
05252023-8365	65 CEDAR AVE	78.95
TOTAL BANK CODE: 40208		1,766.98
TOTAL VENDOR NICOR NICOR GAS		1,766.98
VENDOR CODE: NVBPLA NVB PLAYGROUNDS		
BANK CODE: 40208		
61947	SWING SEAT/ SWING HANGER	176.00
TOTAL BANK CODE: 40208		176.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: NVBPLA NVB PLAYGROUNDS		
	TOTAL VENDOR NVBPLA NVB PLAYGROUNDS	176.00
VENDOR CODE: PACANASER PACE ANALYTICAL SERVICES, LLC		
BANK CODE: 40208		
19557178	DISINFECTION BY PRODUCTS	261.80
	TOTAL BANK CODE: 40208	261.80
	TOTAL VENDOR PACANASER PACE ANALYTICAL SERVICES, LI	261.80
VENDOR CODE: PADPUB PADDOCK PUBLICATIONS, INC.		
BANK CODE: 40208		
251153	BID NOTICE/ CURB SIDEWALK- CEDAR AVE CR	749.80
251634	PUBLIC HEARINGS- RULE CHANGES	36.80
	TOTAL BANK CODE: 40208	786.60
	TOTAL VENDOR PADPUB PADDOCK PUBLICATIONS, INC.	786.60
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC.		
BANK CODE: 40208		
23460	TELEPHONE	1,989.85
	TOTAL BANK CODE: 40208	1,989.85
	TOTAL VENDOR PEERLESS PEERLESS NETWORK, INC.	1,989.85
VENDOR CODE: PERAUT PERFORMANCE AUTO REPAIR		
BANK CODE: 40208		
000022783	TRUCK # 18	46.77
000021797	TRUCK # 12	50.82
	TOTAL BANK CODE: 40208	97.59
	TOTAL VENDOR PERAUT PERFORMANCE AUTO REPAIR	97.59
VENDOR CODE: PITBOW PITNEY BOWES GLOBAL FINANCIAL SERVI		
BANK CODE: 40208		
3106083636	POSTAGE MACHINE RENTAL	164.31
	TOTAL BANK CODE: 40208	164.31
	TOTAL VENDOR PITBOW PITNEY BOWES GLOBAL FINANCIAL S	164.31
VENDOR CODE: PITBOWES PITNEY BOWES BANK IN PURCHASE POWER		
BANK CODE: 40208		
05312023-4297	POSTAGE	200.00
	TOTAL BANK CODE: 40208	200.00
	TOTAL VENDOR PITBOWES PITNEY BOWES BANK IN PURCHASE	200.00
VENDOR CODE: RAYOHE RAY O'HERRON CO., INC		
BANK CODE: 40208		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: RAYOHE RAY O'HERRON CO., INC		
BANK CODE: 40208		
2272607	UNIFORM ALLOWANCE- KYLE PROPER	51.98
TOTAL BANK CODE: 40208		51.98
TOTAL VENDOR RAYOHE RAY O'HERRON CO., INC		51.98
VENDOR CODE: RUSPOW RUSSO POWER EQUIPMENT		
BANK CODE: 40208		
SPI20248060	STRAW BLANKET	107.97
SPI20250463	TREE WATERING RING	44.97
SPI120237474	LINE TRIMMER	359.99
SPI20237042	ROUNDUP	104.99
TOTAL BANK CODE: 40208		617.92
TOTAL VENDOR RUSPOW RUSSO POWER EQUIPMENT		617.92
VENDOR CODE: STABAN STATE BANK OF THE LAKES		
BANK CODE: 40208		
12-06152023	SERIES 2015 BOND PAYMENTS	13,968.75
TOTAL BANK CODE: 40208		13,968.75
TOTAL VENDOR STABAN STATE BANK OF THE LAKES		13,968.75
VENDOR CODE: STREICH STREICHER'S		
BANK CODE: 40208		
11634187	UNIFORM ALLOWANCE- GREG REGNIER	268.98
11634051	UNIFORM ALLOWANCE- GREG REGNIER	11.99
TOTAL BANK CODE: 40208		280.97
TOTAL VENDOR STREICH STREICHER'S		280.97
VENDOR CODE: SUNLAK SUN LAKE MATERIALS		
BANK CODE: 40208		
63937	STOCK- GRAVEL- 1 1/4" TB	1,435.86
63947	STOCK GRAVEL- 1 1/4" TB/ CA- 7 1" CLEAR	2,384.36
TOTAL BANK CODE: 40208		3,820.22
TOTAL VENDOR SUNLAK SUN LAKE MATERIALS		3,820.22
VENDOR CODE: TESASS TESKA ASSOCIATES, INC.		
BANK CODE: 40208		
13258	PREP FOR COMMISSIONER TRAINING/ CITIZEN	2,522.77
TOTAL BANK CODE: 40208		2,522.77
TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.		2,522.77
VENDOR CODE: TROXELL TROXELL		
BANK CODE: 40208		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: TROXELL TROXELL		
BANK CODE: 40208		
2946193	POLICY #76402442WUC	2,646.00
TOTAL BANK CODE: 40208		2,646.00
TOTAL VENDOR TROXELL TROXELL		2,646.00
VENDOR CODE: ULINE ULINE, INC.		
BANK CODE: 40208		
164086564	FLEET SUPPLIES	31.50
TOTAL BANK CODE: 40208		31.50
TOTAL VENDOR ULINE ULINE, INC.		31.50
VENDOR CODE: USABLU USA BLUE BOOK		
BANK CODE: 40208		
INV00009644	HACH	2,606.57
TOTAL BANK CODE: 40208		2,606.57
TOTAL VENDOR USABLU USA BLUE BOOK		2,606.57
VENDOR CODE: USPS USPS		
BANK CODE: 40208		
BOX 519	ANNUAL PO BOX 519 FEE	294.00
TOTAL BANK CODE: 40208		294.00
TOTAL VENDOR USPS USPS		294.00
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5501418-0	OFFICE SUPPLIES- LABEL/ TAPE/ SPEAKERS	97.83
5502174-0	OFFICE SUPPLIES- STAMP/ TISSUE/PEN/ PAPE	317.31
5495754-0	OFFICE SUPPLIES- TONER	445.98
TOTAL BANK CODE: 40208		861.12
TOTAL VENDOR WARDIR WAREHOUSE DIRECT		861.12
GRAND TOTAL:		189,557.55

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-06-01

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF LAKE VILLA AND ARS CAPITAL REAL ESTATE, LLC

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS 5TH DAY OF JUNE, 2023.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,
Lake County, Illinois, this 5th day of June, 2023.

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF LAKE VILLA AND ARS CAPITAL REAL ESTATE, LLC

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

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

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

WHEREAS, ARS Capital Real Estate, an Illinois limited liability company (the “*Developer*”) has submitted a proposal to the Village to acquire, redevelop and repurpose the building on the property located at 201 Park Avenue, Lake Villa (the “*Project*”) for use as a

manufacturing facility, pursuant to a proposed lease of the building from the Developer to Encore Packaging, LLC (“*Tenant*”), for the manufacture of Encore’s products which include strappings, utility knives and cutters, tape dispensers, material dispensers and holders and rubber bands; and,

WHEREAS, the Developer has advised the Village that its proposal is contingent upon financial assistance to acquire the Subject Property and construct the Project as may be available to it as a result of its adoption of the TIF Act; and,

WHEREAS, the Village believes the Project would enhance the downtown district of the Village and therefore desires to have the Subject Property, which is located in the Project Area, developed as proposed which the Village believes would have a synergistic effect upon the surrounding businesses and, in addition, would eliminate the blight factors found within the Project Area; increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its citizens; and, therefore, is prepared to assist the Developer with certain costs associated with the Project, as provided in the Development Agreement attached hereto.

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

SECTION 1: That the Development Agreement by and between the Village of Lake Villa, Lake County, Illinois and ARS Capital Real Estate, an Illinois limited liability company, attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of said Agreement on behalf of the Village.

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

SECTION 3: The Village Clerk is hereby directed to publish this ordinance in pamphlet form.

Passed by the Corporate Authorities on June 5, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on June 5, 2023.

James McDonald, Mayor

Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this 5th day of June, 2023.

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF LAKE VILLA AND ARS CAPITAL REAL ESTATE LLC**

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

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

ARTICLE 1: RECITALS

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

1.2 The Village is engaged in the revitalization and development of its light industrial properties along Park Avenue and includes the property commonly known as 201 Park Avenue identified by Parcel Nos. 06-04-107-006, -007 and -008 (the “*Subject Property*”).

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

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

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

1.6 The Developer has submitted a proposal to the Village to acquire, redevelop and repurpose the building on the Subject Property for use as a manufacturing facility, pursuant to a proposed lease of the building from Developer to Encore Packaging, LLC (“*Tenant*”), for

manufacture of Encore's products which include strappings, utility knives and cutters, tape dispensers, material dispensers and holders, and rubber bands.

1.7 In addition to the acquisition of the Subject Property, the Developer also advised the Village of its intention to lease the building to the Tenant or its successors and assigns, and Tenant has expressed an interest in relocating its manufacturing facility from Vernon Hills to the Subject Property pursuant to a lease with Developer. To make the Subject Property suitable for Tenant's business, Developer intends to make significant improvements to the Subject Property including upgrades for ADA access to restrooms, expansion or renovation of main offices, roof improvements, facade improvements, mechanical and electrical improvements and renovation and/or recoating with sealant of the manufacturing floor, and at Developer's option, the addition of showrooms (collectively, "*Phase I of the Project*").

1.8 The Developer also proposes, in its discretion, to make additional improvements to the Subject Property as a second phase of redevelopment, all as provided in Section 2.5 hereof.

1.9 The Developer advised the Village that its proposal was contingent upon financial assistance to acquire the Subject Property and undertake all improvements to the Subject Property and requested the Village to provide "Incremental Taxes", as hereinafter defined, to be generated from the Subject Property to reimburse the Developer for certain costs as permitted by the TIF Act.

1.10 The Village believes the repurposing of the Subject Property as the Developer has proposed would enhance the industrial district of the Village and therefore desires to have the Subject Property redeveloped which the Village believes would have a synergistic effect upon the industrial businesses and, in addition, would eliminate the blight factors found within the Project Area; increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its residents; and, therefore, is prepared to reimburse the Developer for certain eligible "redevelopment project costs", as hereinafter defined, subject to the terms of this Agreement, the TIF Act and all other applicable provisions of law.

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

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

ARTICLE 2: OBLIGATIONS OF THE DEVELOPER

2.1 The Developer covenants that it shall have acquired the Subject Property and have commenced construction of Phase 1 of the Project on or before June 30, 2023.

2.2 The Developer agrees to construct Phase 1 of the Project in accordance with all permits, codes and laws of the Village and the State of Illinois so as to qualify for and obtain an occupancy certificate from the Village for the Subject Property on or before November 30, 2023,

2.3 The Developer has advised the Village that to acquire the Subject Property and complete construction of Phase 1 of the Project, it shall be required to make an investment of approximately \$2,805,000.

2.4 Upon completion of the construction of Phase 1 of the Project and the issuance of a certificate of occupancy the Developer shall submit to the Village all paid invoices, receipts and any of the documentation deemed necessary to evidence an investment by the Developer of approximately \$2,805,000 which includes all costs incurred in connection with the acquisition of the Subject Property and construction of Phase 1 of the Project.

2.5 In the discretion of Developer, Developer may also construct additional improvements to the Subject Property including improvements to service/administration/finance offices, interior door replacements, dock expansion, building expansion, parking lot improvements and landscape buffering/fence around the Subject Property (collectively, "*Phase 2 of the Project*") in accordance with plans approved by the Village on or before December 31, 2025. The Developer estimates the cost of Phase 2 of the Project to be \$601,250.

2.6 The Developer agrees to construct Phase 2 of the Project in accordance with permits, codes and laws of the Village and the State of Illinois so as to qualify for and obtain a new certificate of occupancy for the Subject Property, or to notify Village of its intention not to proceed with Phase 2 of the Project ("*Phase 2 Opt Out Notice*"), on or before December 31, 2026.

2.7 Unless Developer delivers the Phase 2 Opt Out Notice, upon completion of the construction of Phase 2 of the Project and the issuance of a certificate of occupancy for the Subject Property, the Developer shall submit to the Village all paid invoices, receipts and any of the documentation deemed necessary to evidence an additional investment by the Developer no less than \$601,250 which includes all costs incurred in connection with the acquisition of the Subject Property and construction of Phase 2 of the Project.

2.8 It is understood and agreed that during the term of this Agreement, (i) the Developer shall maintain a lease with Tenant for Tenant's manufacturing operations at the Subject Property, or (ii) in the event that the Subject Property no longer meets Tenant's business needs for circumstances beyond Tenant's reasonable control, but not sooner than the second year of the Agreement, the Developer shall maintain a lease with a tenant which materially fulfills equivalent total employee numbers, as contemplated in Section 2.9, and maintains the premises as otherwise contemplated herein.

2.9 Tenant currently employs approximately forty-three (43) employees at its current premises in Vernon Hills ("*Tenant Employees*"). Developer will receive representations and warranties from Tenant, pursuant to its lease for the Subject Property, that all Tenant Employees will be extended continued offers of employment at the Subject Property upon relocation of Tenant's business operations, and that upon completion of Phase 1 of the Project, Tenant will use reasonable efforts to expand the number of Tenant Employees by approximately ten (10) prior to the end of the Term. These are new jobs in the city of Lake Villa.

ARTICLE 3: VILLAGE OBLIGATIONS

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

and the acquisition of the Subject Property as follows:

- (a) Following the issuance of a certificate of occupancy for Phase 1 of the Project, the Village shall reimburse the Developer the lesser of: (i) twenty-five percent (25%) of the Total Cost of Phase 1 of the Project; or, (ii) \$701,250 payable in ten (10) equal installments (“Reimbursement Installments”) commencing on December 10 following the date of the issuance of a certificate of occupancy for Phase 1 of the Project and on the following December 10 annually for nine (9) additional years (“Reimbursement Period”). For the avoidance of doubt, as used herein “*Total Cost of Phase 1 of the Project*” includes the costs attributable to Developer’s acquisition of the Subject Property and construction of Phase 1 of the Project.
- (b) Provided no Phase 2 Opt Out Notice is delivered, in the event the Developer completes Phase 2 of the Project on or before December 31, 2026, the Village shall increase the Reimbursement Installments due to the Developer for Phase 1 of the Project by an amount equal to the lesser of (i) twenty-five percent (25%) of the total cost of Phase 2 of the Project; or, (ii) \$783,560 payable in equal installments (which shall be deemed part of the Reimbursement Installments) for the remaining years of the Reimbursement Period.

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

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

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

4.3 So long as no notice of default has been issued to the Developer and remains outstanding as provided in Article 6, any failure to pay in full the amounts due under Article 3 by the Village shall be deemed a default hereunder, and any such amounts past due and owing to Developer shall remain due and owing and accrue to Developer until paid, notwithstanding the passage of time or failure of Developer to pursue remedies.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) Recitals. All representations and agreements made in Article 1 are true, complete, and accurate in all respects.

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

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

- (a) Recitals. All representations and agreements made in Article 1 are true, complete, and accurate in all respects.
- (b) Authorizations. The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.

- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect the ability of the Village to perform its obligations under this Agreement.

ARTICLE 6: ENFORCEMENT AND REMEDIES

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

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

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

- (a) If any material representation made by the Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in

connection with any of the documents, shall prove to be untrue or incorrect in any material respect as of the date made.

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

6.4 Remedies for Default by Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by the Developer, following any applicable cure period, the Village may terminate this Agreement and any and all obligations hereunder shall be null and void or, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of the Developer's obligations under this Agreement.
- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village

shall continue as though no such proceedings had been taken.

- (c) Further, the parties agree and acknowledge that in the event of a termination of the Agreement for the Village's breach or nonpayment, the Developer shall have no obligation to reimburse the Village for Reimbursement Installments properly disbursed.

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

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

- (a) A default of any term, condition, or provision contained in any agreement or document relating to Phases 1 and 2 of the Project (other than this Agreement), that would materially and adversely impair the ability of the Village to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after the Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from the Developer of each failure or in a time period reasonably required to cure such default.
- (c) A representation or warranty of the Village contained herein is not true and correct in any material respect for a period of 30 days after written notice to the Village by the Developer. If such default is incapable of being cured within 30 days, but the Village begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the Village continues to diligently pursue its cure.

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

ARTICLE 7: GENERAL PROVISIONS

7.1 Liability and Indemnity of Village.

- (a) No liability for Village Review. The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) Hold Harmless and Indemnification. The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Article 5 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

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

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

ARTICLE 8. TERM AND TERMINATION

8.1 Term. Unless otherwise terminated as provided herein, this Agreement shall be in full force and effect upon its execution by the parties and terminate upon the tenth payment by Village to Developer due pursuant to Article 3. Upon request of either party, the parties will execute reasonable releases and waivers related to the termination, memorializing the final payment hereunder and absence of claims.

8.2 Termination. In its sole discretion, Developer may terminate this Agreement, without giving rise to penalties or obligations to refund prior Reimbursement Installments, in the event that (a) Village does not pay in full the Reimbursement Installments when due hereunder, after providing Village any opportunity to cure contemplated herein, or (b) Developer desires to sell the Subject Property.

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

ARTICLE 9. NOTICES

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

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

with a copy to:

ARS Capital Real Estate, LLC
993 Ash St.
Winnetka, IL 60093
Attn: Timothy Nelson

Baron Harris Healey
150 S. Wacker Drive, Suite 2400
Chicago, Illinois 60606
Attn: Brendan Healey

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

with a copy to:

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

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

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

ARTICLE 10. IN GENERAL

10.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

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

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

4/26/2023

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

Village of Lake Villa, an Illinois municipal corporation

Attest:

By: _____
James McDonald, Mayor
Village of Lake Villa

By: _____
Village Clerk

Date: _____, 2023

ARS Capital Real Estate, LLC, an Illinois Limited Liability Company

By: _____
Managing Partner

03/03/23
05/19/23

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-06-02

AN ORDINANCE AMENDING CHAPTER 10, “ADMINISTRATION, ENFORCEMENT,
ZONING MAP, INTERPRETATION”, OF TITLE 10, “ZONING REGULATIONS”,
OF THE VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: New Section 10-10-5, “Interpretation of Zoning Map as to Lots and/or
Parcels Divided Into Two (2) Or More Different Zoning Districts”)

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS

THIS 5TH DAY OF JUNE, 2023.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,
Lake County, Illinois, this 5th day of June, 2023.

AN ORDINANCE AMENDING CHAPTER 10, “ADMINISTRATION, ENFORCEMENT,
ZONING MAP, INTERPRETATION”, OF TITLE 10, “ZONING REGULATIONS”,
OF THE VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: New Section 10-10-5, “Interpretation of Zoning Map as to Lots and/or
Parcels Divided Into Two (2) Or More Different Zoning Districts”)

WHEREAS, the question of further amending Chapter 10, “Administration, Enforcement, Zoning Map, Interpretation”, of Title 10, “Zoning Regulations”, of the Village of Lake Villa Village Code, as Amended, was referred by the Corporate Authorities to the Zoning Board of Appeals of this Village for the required public hearing; and

WHEREAS, when the present Zoning Map of the Village of Lake Villa was originally prepared, it included several lots or parcels which are divided between two (2) different zoning districts of the Village; and

WHEREAS, it is in the best interests of the Village and its residents to avoid the inconvenience, uncertainty, and/or confusion which might be created by the fact that several lots or parcels are divided between two (2) different zoning districts of the Village; and

WHEREAS, the condition of the Village’s Zoning Map is best resolved by the developing a promulgation of a hierarchy of rules of interpretation which can be applied to those lots or parcels which are divided between two (2) different zoning districts of the Village, sometimes referred to as “split-districts” lots and/or parcels, to determine which zoning district shall be considered to be applicable to each such lot or parcel in its entirety; and

WHEREAS, it is in the best interests of the Village and its residents to avoid such inconvenience, uncertainty, and/or confusion as to a particular lot or parcel by applying a hierarchy of rules of interpretation in order to interpret the Village’s Zoning Map whereby if the application of the first rule of interpretation does not resolve the question for a given lot or parcel, the sequential

application of the second and/or then the third rule of such hierarchy may lead to a resolution of the question and assigning such “split district” lots or parcels to one specific zoning district; and

WHEREAS, the Zoning Board of Appeals heretofore held a public hearing on May 18, 2023 pursuant to notice duly published in the *Daily Herald*, said publication occurring not more than thirty (30) days nor less than fifteen (15) days prior to the public hearing; and

WHEREAS, the Zoning Board of Appeals has issued its report and recommendation thereon to the Village Board; and

WHEREAS, the Corporate Authorities of the Village have determined it is in the best interests of the Village, its residents, and the public health, safety, and welfare to provide for the amendments to Chapter 10, “Administration, Enforcement, Zoning Map, Interpretation”, of Title 10, “Zoning Regulations”, of the Village of Lake Villa Village Code as herein provided:

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 and further find as follows

- A. The proposed text amendments correct errors, clarify ambiguous language, and/or meet the challenge of changing conditions in the area and the zones affected.
- B. The proposed amendments are consistent with the intent of the Zoning Ordinance and with its various provisions and also are consistent with the Village’s Official Comprehensive Plan and Land Use Map.
- C. The proposed amendments will not be detrimental to the development of the Village.

SECTION 2: The report and recommendation of the Zoning Board of Appeals is accepted and approved.

SECTION 3: Chapter 10, “Administration, Enforcement, Zoning Map, Interpretation”, of Title 10, “Zoning Regulations”, of the Village of Lake Villa Village Code is hereby amended by the

addition of a new Section 10-10-5, “Interpretation of Zoning Map as to Lots and/or Parcels Divided Into Two (2) Or More Different Zoning Districts”, which new Section shall read as follows:

“10-10-5: INTERPRETATION OF ZONING MAP AS TO LOTS AND/OR PARCELS DIVIDED INTO TWO (2) OR MORE DIFFERENT ZONING DISTRICTS:

When it is readily apparent from the Village’s Official Zoning Map that a given lot and/or parcel within the corporate limits of the Village is divided between two (2) or more different zoning districts of the Village, in order to avoid any inconvenience, uncertainty, and/or confusion in such cases, the Zoning Official shall be and is hereby authorized to make a determination as to which single zoning district shall be applicable to the entirety of such lot or parcel by applying the hierarchy of rules of interpretation as set forth in this Section in order to determine which single zoning district should be applicable to the entirety of such lot and/or parcel, and so that such lot or parcel may thereafter be treated as wholly contained within that single zoning district assigned by the Zoning Official which results from the application of the following hierarchy of rules of Zoning Map interpretation:

- (A) The rules of Zoning Map interpretation as set forth in this Section shall be used by the Village’s Zoning Official to assign any given lot or parcel now located in two (2) or more different zoning districts of the Village to a single zoning district without further action of the Zoning Board of Appeals or of the Board of Trustees.
- (B) The following rules shall be applied by the Zoning Official sequentially in ascending numeric order until the question of which single zoning district shall be applicable to the whole of a given lot or parcel which is presently divided into two (2) or more different zoning districts by the Zoning Map is unequivocally resolved:
 - Rule #1: Assign a zoning district of the Village based upon the majority of area of the lot or parcel which is located in one zoning district;
 - Rule #2: Assign a zoning district based upon a comparison of the given lot or parcel to all adjacent lot(s) or parcel(s), including but not limited to lots or parcels fronting on the same street or roadway, but also those on the opposite side of such street or roadway from the given lot or parcel in question;
 - Rule #3: Assign a zoning district which minimizes any hardship on the owner(s) of any given lot or parcel.
- (C) Should the sequential application of the aforesaid hierarchy of rules of Zoning Map interpretation not unequivocally resolve the question of the appropriate assignment of a given lot or parcel to a single zoning district, the owner(s) of such lot or parcel may initiate a Zoning Map amendment to accomplish the assignment or classification of such lot or parcel into one zoning district.
- (D) Should the owner(s) of the property in question disagree with the determination of the Zoning Official as to the zoning district assigned to a given lot or parcel, the property owner(s) may appeal such decision within forty-five (45) days thereof to the Village’s Zoning Board of Appeals.”

SECTION 4: The Corporate Authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word “Ordinance” can be changed to “Section”, “Article”, “Chapter”, or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 5: All parts of the Village of 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 6: 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 7: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentence, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: This Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication, as provided by law.

SECTION 9: The Village Clerk is hereby directed to publish this ordinance in pamphlet form.

Passed by the Corporate Authorities on June 5, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on June 5, 2023.

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this 5th day of June, 2023.



To: Mike Strong, Village Administrator
James Bateman, Bateman Law Offices

From: Scott Goldstein FAICP, Principal & Village Planner
Benito Garcia, Associate Planner

Date: May 8, 2023

RE: Village of Lake Villa –Zoning and Land Use Maps

Lake Villa Zoning – Parcels in Two Different Districts

As part of the Lake Villa Comprehensive Plan, the Village requested Teska Associates to convert the zoning map, currently a CAD visualization format, to a GIS map that is geocoded. The zoning map was converted into an ArcMap file, but there were several areas in which individual parcels are located in two zoning districts. These were generally lots located in planned developments in which two or more zones were located.

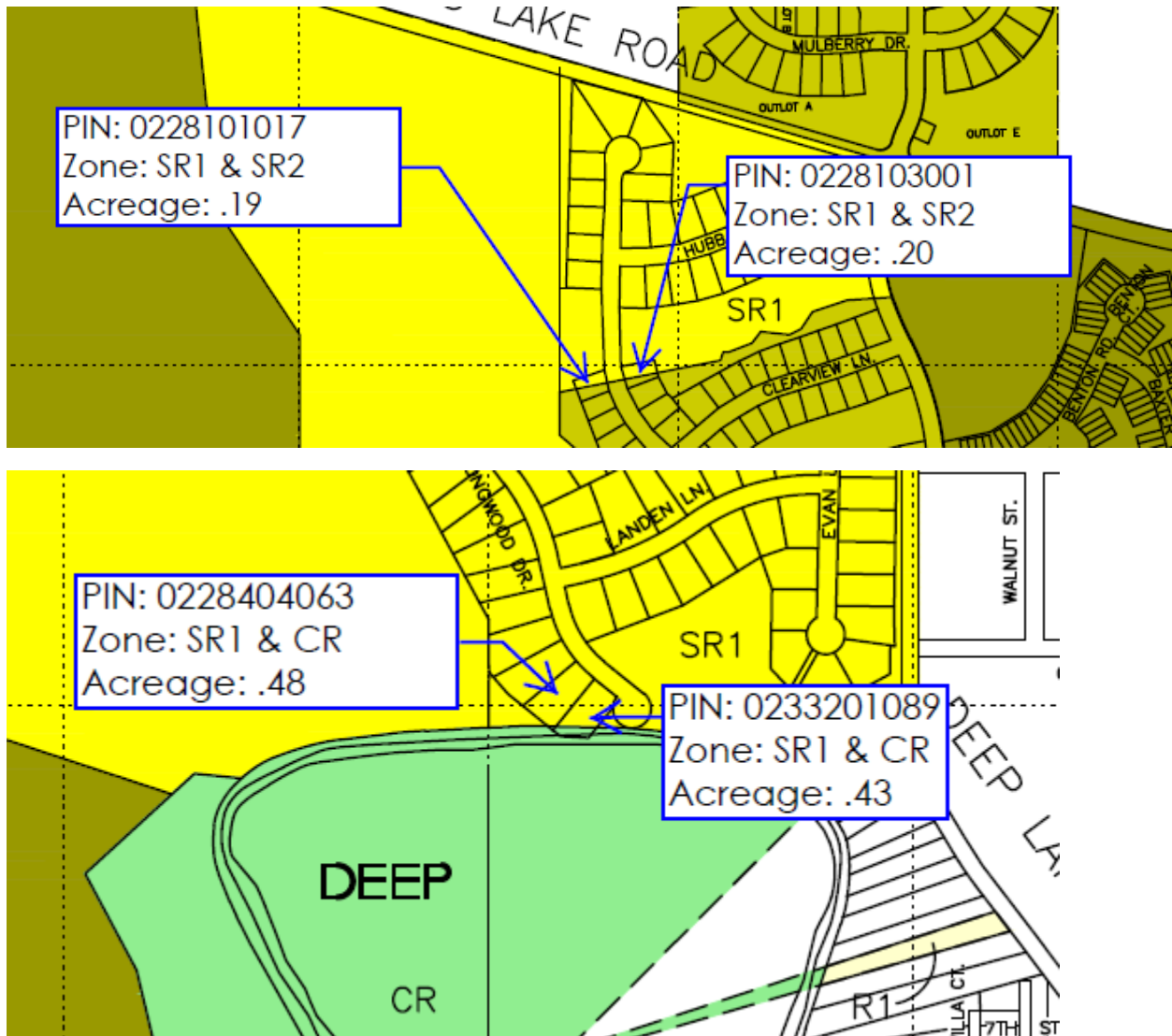
On Tuesday, November 30, the three of us met to review developing an approach to assigning parcels to one unique zone. The recommendation was to propose a text amendment that would lay out criteria for assigning a parcel to one zone such as:

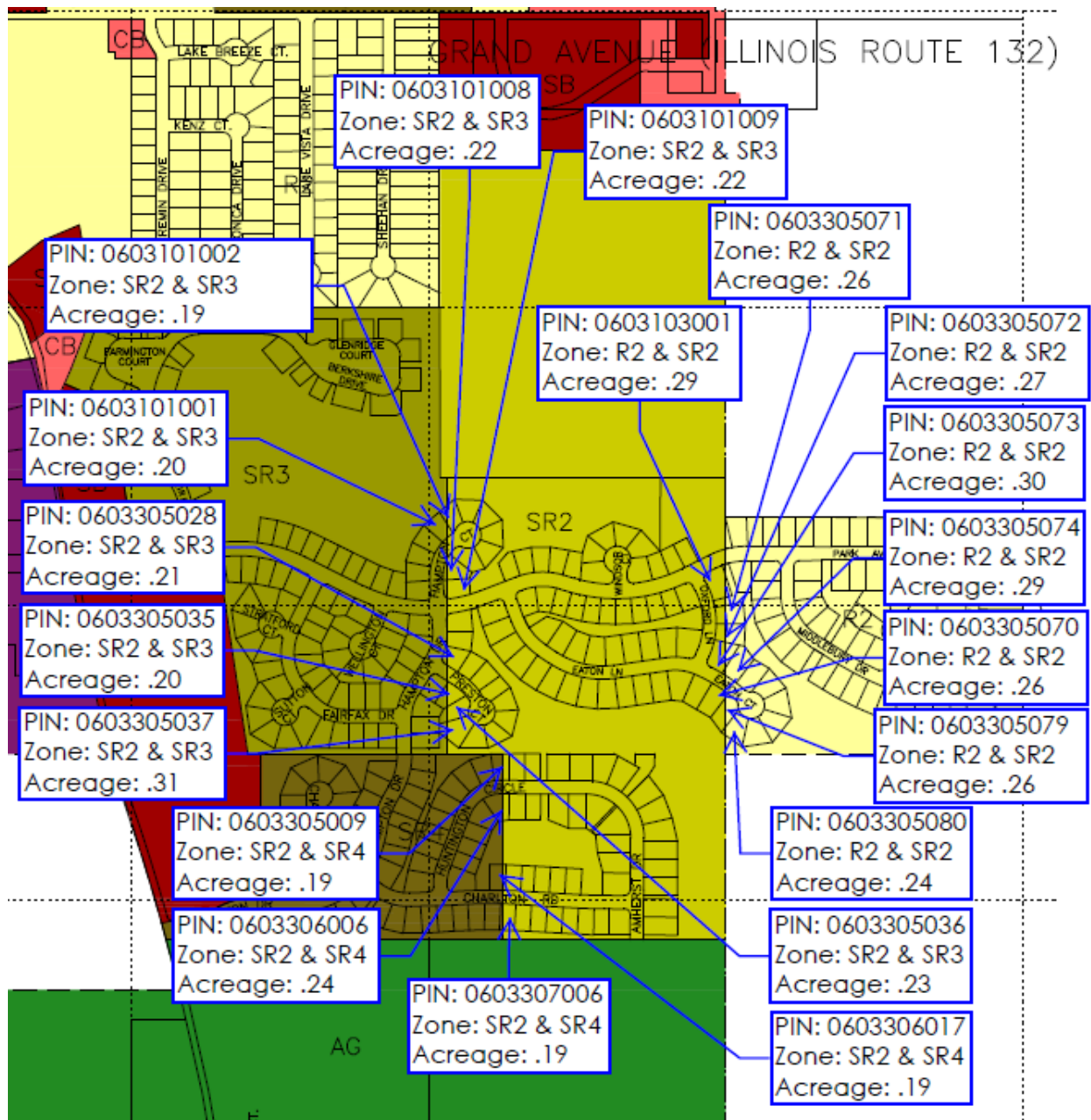
- 1) The majority of the land area of the parcel
- 2) The context of the parcel compared with neighboring properties
- 3) Minimizing any hardship of an individual property

After the text amendment is reviewed and the Zoning Board of Appeals holds a public hearing, the text amendment would be forwarded to Village Board for adoption.

The attached table lists each PIN that is located in more than one zone. The maps that follow show where each of these PINs are located in the village.

PIN	LANDUSE	LANDUSE2	Zoning	Acres
0228101017	1111	SF Detached	SR1 & SR2	0.19
0228103001	1111	SF Detached	SR1 & SR2	0.2
0228404063	1111	SF Detached	SR1 & CR	0.48
0233201089	1111	SF Detached	SR1 & CR	0.43
0603101001	1111	SF Detached	SR2 & SR3	0.2
0603101002	1111	SF Detached	SR2 & SR3	0.19
0603101008	1111	SF Detached	SR2 & SR3	0.22
0603101009	1111	SF Detached	SR2 & SR3	0.22
0603103001	1111	SF Detached	R2 & SR2	0.29
0603305009	1111	SF Detached	SR2 & SR4	0.19
0603305028	1111	SF Detached	SR2 & SR3	0.21
0603305035	1111	SF Detached	SR2 & SR3	0.2
0603305036	1111	SF Detached	SR2 & SR3	0.23
0603305037	1111	SF Detached	SR2 & SR3	0.31
0603305070	1111	SF Detached	R2 & SR2	0.26
0603305071	1111	SF Detached	R2 & SR2	0.26
0603305072	1111	SF Detached	R2 & SR2	0.27
0603305073	1111	SF Detached	R2 & SR2	0.3
0603305074	1111	SF Detached	R2 & SR2	0.29
0603305079	1111	SF Detached	R2 & SR2	0.26
0603305080	1111	SF Detached	R2 & SR2	0.24
0603306006	1111	SF Detached	SR2 & SR4	0.24
0603306017	1111	SF Detached	SR2 & SR4	0.19
0603307006	1111	SF Detached	SR2 & SR4	0.19





04/24/23
05/19/23

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-06-03

AN ORDINANCE AMENDING THE
VILLAGE OF LAKE VILLA OFFICIAL ZONING MAP, AS AMENDED

RE: Property Owned By Lake Development Company, LLC
Property Address: 0 Park Avenue, Lake Villa, IL
(P.I.N. 06-04-107-005)

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE

VILLAGE OF LAKE VILLA, ILLINOIS

THIS 5TH DAY OF JUNE, 2023

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 5th day of June, 2023.

AN ORDINANCE AMENDING THE
VILLAGE OF LAKE VILLA OFFICIAL ZONING MAP, AS AMENDED

RE: Property Owned By Lake Development Company, LLC
Property Address: 0 Park Avenue, Lake Villa, IL
(P.I.N. 06-04-107-005)

WHEREAS, the question of further amending the Official Zoning Map of the Village of Lake Villa, As Amended, which is part of the Village of Lake Villa Zoning Ordinance, As Amended, in order to rezone and reclassify certain property which is located within the corporate limits of the Village from the AG (Agricultural) Zoning District to the Village's LI (Limited Industrial) Zoning District, was referred by the Corporate Authorities to the Zoning Board of Appeals of this Village; and

WHEREAS, the Zoning Board of Appeals of this Village held a public hearing on May 18, 2023, pursuant to notice duly posted and given in accordance with the Illinois Open Meetings Act (5 ILCS 120/1, et seq.), duly mailed to property owners within 250 feet of the Property, duly published in the *Daily Herald*, a newspaper of general circulation within the Village of Lake Villa, said publication occurring not more than thirty (30) days nor less than fifteen (15) days prior to the public hearing, and duly posted on the Property; and

WHEREAS, the Zoning Board of Appeals has issued its report to the Mayor and Board of Trustees recommending the approval of the proposed amendment to the Official Zoning Map of the Village of Lake Villa, As Amended; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interest of the Village to provide for the proposed amendment to the Official Zoning Map of the Village of Lake Villa, As Amended, all as hereinafter described:

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 find that the facts stated in the preamble hereof are true and correct and are incorporated herein by reference as if fully set forth and further find as follows:

- A. The proposed map amendment meets the challenge of changing conditions in the area and the zones affected.
- B. The proposed amendment is consistent with the intent of the Zoning Ordinance and with its various provisions.
- C. The proposed amendment will not be detrimental to the development of the Village.
- D. Every use permitted under the new classification will be suitable use for the further development of the area in the vicinity of the rezoning and will be compatible with uses already developed in the vicinity; and
- E. Adequate public facilities, sewer and water lines and other needed services or facilities exist or are capable of being provided prior to the development of the uses which would be permitted on the properties if they were reclassified.

SECTION 2: Lake Development Company, LLC, 610 Peterson Road, Libertyville, IL 60048, is the owner of the Property commonly known as 0 Park Avenue (P.I.N. 06-04-107-005) (the “Property”) and has petitioned the Village to rezone and reclassify the Property from its present zoning as part of the Village’s AG (Agricultural) Zoning District to the Village’s LI (Limited Industrial) Zoning District. The Property is located within the corporate limits of the Village and is legally described below.

SECTION 3: The Official Zoning Map of the Village of Lake Villa, As Amended, which is part of the Village of Lake Villa Zoning Ordinance, As Amended, be and is hereby further amended to rezone and to reclassify the Property to the LI (Limited Industrial) Zoning District of the Village of Lake Villa.

SECTION 4: The Property is legally described as follows:

LOT 3 IN WILTON'S ADDITION TO LAKE VILLA, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 59.93 FEET NORTHWESTERLY OF THE NORTHWEST CORNER OF LOT 1 OF SAID SUBDIVISION; THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 100.0 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 64.20 FEET; THENCE SOUTHEASTERLY PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 137.5 FEET; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 12, 1956 AS DOCUMENT 933875, AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MARCH 5, 1975 AS DOCUMENT 1699659, IN BOOK 1506 OF RECORDS, PAGE 4, IN LAKE COUNTY, ILLINOIS.
(the "Property")

SECTION 5: This Ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form pursuant to law.

SECTION 6: The Village Clerk is hereby authorized and directed to immediately publish this Ordinance in pamphlet form.

Passed by the Corporate Authorities on June 5, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on June 5, 2023.

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this 5th day of June, 2023.

**A RESOLUTION OF THE VILLAGE OF LAKE VILLA,
LAKE COUNTY, ILLINOIS, TO INDUCE THE REDEVELOPMENT OF CERTAIN
PROPERTY WITHIN A TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA**

WHEREAS, the Village of Lake Villa, Lake County, Illinois (the “*Village*”) is a duly organized and validly existing non-home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees (the “*Corporate Authorities*”) of the Village, on June 22, 2016, by Ordinance Numbers 2016-06-01, 2016-06-02, and 2016-06-02, approved a Redevelopment Project Plan and Eligibility Report for an area designated as the Downtown Tax Increment Redevelopment Project Area (the “*Project Area*”), and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area; and,

WHEREAS, the Village has been approached by Ted Nielsen 1969 Enterprises, LLC. (“*Developers*”), who proposes to rehabilitate certain properties located within the Project Area located at 0 Park Avenue (P.I.N.s 06-04-107-005) (the “*Subject Property*”) to include underground utilities, streetscape improvements, and new public right-of-way construction (the “*Project*”); and,

WHEREAS, the Developers have also informed the Village that the ability to undertake the Project on the Subject Property may require financial assistance from the Village for certain improvements that would be incurred in connection with the acquisition and development, which

costs would constitute “*Redevelopment Project Costs*” as such term is defined in the TIF Act; and,

WHEREAS, the Developers would like to incur certain costs in connection with the Project prior to the adoption of any ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property with the Village; wherein reimbursement for such costs may be considered between the parties subject to certain terms and conditions; and,

WHEREAS, the Developers desires such costs related to the Project are able to qualify for consideration as redevelopment project costs that can be reimbursed utilizing incremental real estate taxes pursuant to the TIF Act, provided that such costs constitute “*Redevelopment Project Costs*”, as such term is defined in the TIF Act; and,

WHEREAS, this Resolution is intended to allow the Developers to incur certain costs relating to the redevelopment of the Subject Property that may be considered “*Redevelopment Project Costs*”, as such term is defined in the TIF Act, prior to adoption of any ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property with the Village, subject to the conditions set forth in Section 3 of this Resolution.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Corporate Authorities may consider expenditures that are “*Redevelopment Project Costs*”, as such term is defined in the TIF Act, in connection with the Project, incurred prior to the approval and execution of a redevelopment agreement with the Developer, to be expenditures that are eligible for reimbursement through the TIF Act to the

extent the Project is in furtherance of the redevelopment project and plan for the overall Project Area.

Section 3. That all undertakings of the Village set forth in this Resolution are specifically contingent upon the Village approving and executing a redevelopment agreement with the Developer, or a successor or assignee of the Developer, which provides for the redevelopment of the Subject Property in accordance with the terms and conditions to be negotiated by the parties.

Section 4. That any financial assistance rendered to the Developer by the Village shall be contingent upon the authority, restrictions, terms, and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the President and the Village Board of Trustees of the Village of Lake Villa, Illinois, this 5th day of June, 2023.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Mayor James McDonald

Attest:

Village Clerk



LAKE VILLA POLICE DEPARTMENT

65 CEDAR AVENUE, LAKE VILLA, IL 60046

PHONE: (847) 356-6106 FAX: (847) 356-6103

ROCHELLE TISINAI
CHIEF OF POLICE



May 18, 2023

To: Mayor James McDonald

Ref: Request to hire

Mayor,

I am requesting approval from the Village Board at the board meeting on Monday, June 5th, 2023, to authorize the Police Commission to hire a full-time officer with a pending start date of August 21st, 2023, to fill a vacancy. The vacancy is from the pending retirement of Officer Michael Geraty, which will occur on September 19, 2023.

Respectfully submitted,

A handwritten signature in black ink that reads "Rochelle Tisinai". The signature is written in a cursive, flowing style.

Rochelle Tisinai

March 5, 2023

Mr. Michael Strong and Mr. Jim Bowles
Village of Lake Villa
65 Cedar Avenue
Lake Villa, Illinois 60046



Subject: Proposal for Engineering Services
2023 Water Main Replacement Project
Design Related Services

Dear Michael and Jim,

Applied Technologies Inc. (ATI) is pleased to present this proposal to provide engineering services for the design, preparation of construction documents, and bidding services for replacement of water main on Burnett Avenue, Walden Lane, Laurie Court, and Wesley Avenue, approximately 6,000 lineal feet of water main.

PROJECT DESCRIPTION

This proposal addresses engineering services to provide for design, preparation of construction documents, and bidding related services for the replacement of approximately 6,000 feet of water main located in the residential area on Burnett Avenue, Walden Lane, Laurie Court, and Wesley Avenue. Replacement of the Village's water main is estimated to be approximately \$2,00,000 in construction costs.

This engineering effort will also provide topographical survey.

SCOPE OF WORK

The project scope of work includes the following specific activities:

Project Management

1. Conduct a kick-off meeting with the Village to review project scope, schedule, material selection, and proposed installation methods.
2. Meet with Village staff regularly to update the Village on project progress, potential issues, and possible mitigation of issues.
3. Maintain a Contract Change Log to track project decisions. Provide a monthly update to the Village.



Field Surveys

4. Complete JULIE Design Stage Utility locate requests to gather location information of utilities along the proposed construction zone, including electric, telephone, gas, and cable TV.
5. Conduct a topographic survey of the site including elevations and visible site features.

Easement Identification

6. Determine any necessary easement requirements and coordinate with the Village. Easement acquisition will be handled outside this Contract.

Design Services

7. Prepare drawings and specifications for incorporation into Contract Documents. Contract Documents shall be submitted to the Village for review at the prefinal completion point. The drawings will show the general scope, extent, and character of the work to be furnished and performed by a Contractor.
8. Prepare an opinion of probable construction cost based on the prefinal design information.
9. Assist the Village in submitting the Contract Documents to the appropriate regulatory agencies for approval. The Village shall pay the costs for all permits and inspection fees.
10. Assist the Village in obtaining construction bids for a single prime construction contract for this project, including answering questions during bidding, issuing addenda as appropriate to interpret or clarify the Bidding Documents, attending the bid opening, preparing a bid tabulation sheet, evaluating the bids and preparing a recommendation to the Village for award of the contract, preparing "Notice of Award" letter and preparing three sets of the Contract Documents for execution by the Village and the Contractor

ENGINEERING BUDGET

We propose an engineering budget composed of the following elements:

Engineering Design & Bidding Services (ATI)	\$72,000
Field Survey (Nielsen Madsen Barber)	\$12,000
Total Budget	\$84,000

We propose to proceed with this effort based on a lump sum basis with a not-to-exceed budget amount, unless authorized by the Village. Monthly invoices will be submitted to the Village.



Please contact us with any questions regarding this proposal. Thank you for the opportunity to continue our partnership with the Village of Lake Villa.

Sincerely,
Applied Technologies, Inc.

Robert C. Doeringsfeld, P.E.
Illinois Department Manager

Attachments: Attachment A - General Provisions

Village of Lake Villa

2023 Water Main Replacement Project - Design Related Services

Accepted by:

Owner:	<u>Village of Lake Villa</u>
By (Signed):	<u></u>
By (Print):	<u></u>
Title:	<u></u>
Date:	<u></u>



GENERAL PROVISIONS

1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions; redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adoption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adoption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

October 21, 2022

Mr. Michael Strong
Village Administrator
Village of Lake Villa
65 Cedar Avenue
Lake Villa, IL 60046-9072

625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

Re: Proposal for Professional Services
Phase I Preliminary Engineering
Grand Avenue Sidewalk Improvements
GHA Proposal No. 2022.T019

Dear Mr. Strong:

Gewalt Hamilton Associates, Inc. (GHA) is pleased to submit our proposal for professional engineering consulting services with respect to the above referenced project.

The enclosed proposal is for Phase I Preliminary Engineering for the proposed sidewalk improvements along Grand Avenue (IL Rte 132) between Milwaukee Avenue (IL Rte 83) and Deep Lake Road. We understand the Village has a preliminary agreement with the Illinois Department of Transportation (IDOT) to share in the Phase II and Construction costs after the Village completes Phase I Engineering. To ensure eligibility for that funding will require the project to meet minimum standards as defined by the Illinois Department of Transportation (IDOT) Bureau of Design And Environment (BDE) Manual.

Currently the need for easements or additional Right of Way is anticipated. However, preparation of a Plat of Highways for any Right of Way or easement needs determined in Phase I will be completed during Phase II.

Also note that Design Approval cannot be issued for a project until a future phase of the project receives funding and is placed in the CMAP Transportation Improvement Program (TIP) to ensure compliance with Air Quality requirements.

Should you have any questions, or if we can be of additional assistance, please feel free to contact GHA.

We look forward to working with the Village of Lake Villa on this project.

Sincerely,
Gewalt Hamilton Associates, Inc.



John R Briggs, PE
Senior Engineer
jbriggs@gha-engineers.com



Daniel P. Brinkman, PE, PTOE
Assistant Director of Transportation Services
dbrinkman@gha-engineers.com

Encl.: GHA Proposal No:2022.T027 Lk Villa Grand Ave PH I.docx

Proposal for Professional Services
Phase I Preliminary Engineering
Grand Avenue Sidewalk Improvements
GHA Proposal No. 2022.T027

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

The Village of Lake Villa (Village / Client) having an address of 65 Cedar Lane, Lake Villa, Illinois 60046 and Gewalt Hamilton Associates, Inc., (GHA), having an office at 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

Gewalt Hamilton Associates, Inc. (GHA) will provide Phase I Engineering Services to the Village for the proposed sidewalk improvements to Grand Avenue (IL Rte 132) between Milwaukee Avenue (IL Rte 83) and Deep Lake Road. It is our understanding that the Village anticipates a scope of work that will include a 5-7-ft sidewalk along the south side of Grand Avenue.

It is also our understanding that the Village intends to partner with IDOT will pursue future State funding and or grants through the Lake County Council of Mayors for Phase II Engineering as well as Construction and Construction Engineering. Utilizing Federal or State construction funding will require the Village to complete Phase I and Phase II Preliminary Engineering in accordance with IDOT and FHWA requirements.

Our Phase I scope will identify any anticipated Right of Way and easement needs. A Plat of Highways for submittal and review by IDOT would be required in Phase II. Additionally, property negotiations and acquisitions, utility relocation coordination, and preparation of contract plans, and specifications and estimates (PS&E) will occur in Phase II.

II. Phase I Scope of Services

All work will be performed in accordance with current IDOT, and Village standards and guidelines. Based on the anticipated scope of work but the unknown need for Right of Way, we are preparing for the project to be processed as a State Approved Categorical Exclusion. Should FHWA determine that an alternate processing is required we will adjust our efforts and expenses accordingly. We have organized our Phase I Scope of Services into nine (9) primary tasks, detailed below:

A. Project Initiation, Coordination & Data Collection

Coordination is a large part of any Phase I Engineering Study. GHA will coordinate with federal, state, and local agencies throughout the duration of the project. It is assumed that, as studies and analyses achieve closure on design and environmental issues, the project will be presented at an FHWA / IDOT BDE coordination meeting(s). The following tasks are anticipated during this phase of the project.

- Coordination with Village
GHA will provide regular communication with the Village, including copies of all transmittals and regular updates on milestone approvals as documents, reports and Subconsultant deliverables are received.

- **Coordination with IDOT**
Representatives from GHA will attend a formal Kickoff meeting with Village staff, IDOT Bureau of Local Roads staff, and the Lake County Council of Mayors Planning Liaison. BLRS staff will provide initial direction regarding required environmental clearances, document the scope of work, and provide preliminary concurrence with the project termini.
- **Coordination with FHWA**
Representatives from GHA will attend IDOT BDE / FHWA Coordination meeting(s) with Village staff. The FHWA representatives will confirm the project termini and make final decisions regarding processing requirements and if necessary, Design Variances. GHA will complete the Initial Coordination Meeting Data form (BLR 22410).
- **Coordination with Lake County Division of Transportation and LCCOM**
 - Deep Lake Road, the expected eastern terminus of the project is under the jurisdiction of the Lake County Division of Transportation (LCDOT), and while significant improvements are not anticipated as part of this project, GHA will coordinate with LCDOT to get any preliminary comments and concurrence with the project. Should any improvements in the LCDOT Right of Way be needed, a permit from LCDOT will be secured in Phase II.
- **Coordination with Utility Agencies**
GHA will coordinate with local utility agencies through the JULIE Design Stage process. Limits of the project will be provided to the utility companies and requests for atlas information will be made. Upon receipt of utility information, the utility company data will be added to the existing condition / base drawings.
- **Data Collection**
GHA will request available historical data and information (e.g. engineering plans, subdivision plans, easement plats, drainage reports, as-built plans, utility atlases, roadway plans, tax maps, USGS maps, FEMA maps, etc.) from the above referenced agencies during the coordination process.

B. Project Administration & Public Input

- **Project Administration**
GHA will submit the pre-final reports and documents to the Village for review. We will also submit the various reports and preliminary plans to the corresponding agencies as directed by the Village. All final plans and reports (e.g. Phase I Engineering Report, Drainage Report, etc.) will be provided to the Village and the sponsor agency as appropriate, in hard copy and electronic format.
- **Public Input**
The Categorical Exclusion processing requires public input for the project. Based on previous experience with similar scale projects, we are recommending a single Public Information meeting which would present the proposed improvements, potential right-of-way and easement needs, and other design components. Comments received at the Public Information Meeting will be incorporated in the Project Development Report.

GHA will prepare newspaper notices for the Village to publish, prepare handouts, sample resident invitation letters and comment forms, a Frequently Asked Questions (FAQ) document for responses to public comment and prepare for and staff an open-house format meeting.

We are anticipating that all public input will be conducted in-person at Village Hall.

C. Topographic and Right of Way Survey

GHA will supplement the previously prepared Topographic and Right of Way Survey (by others) of the north side to include the south side of Grand Avenue Right of Way for the full limits of the project. The survey will

meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

- Obtain benchmark information (NAVD88) from USGS, the County, the City/Village or Trimble VRS Now Network.
- Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
- Establish permanent site benchmark(s) (i.e., crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
- Contours will be provided at 1'-0" intervals, with an error not to exceed one-half the contour interval.
- Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc. The topography will extend approximately 20 feet beyond the existing ROW. The survey limits will also extend 50 feet into the intersecting public side streets along the project limits.
- The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.
- The location of underground utilities, both observed and from record information such as Village utility atlases, will be provided and will including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from will be depicted.
- Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
- Locate existing tree and brush lines in the right-of-way (ROW). Individual free-standing trees of 6" caliper or greater at breast height (DBH) will be individually located (tagging and identification are not included); and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

The topographic information collected will be supplemented with additional field and office efforts necessary to define and confirm the north and south Right of Way of Grand Road.

- Research available plats and property records.
- Locate and survey the existing property monumentation in the project area and establish the position of the ROW lines within the project limits.
- Locate and survey monuments on side lot property lines along the ROW that will be within the project limits.
- Right-of-way shall be based on field located property corners and other survey markers, etc., as well as recorded subdivision plats, recorded dedication plats, recorded easement documents, recorded survey plats and other information available through the County Recorder's website.

Note: If additional information is required, GHA will provide the Client with a cost estimate for obtaining the title commitments for the parcels.

Limits of the Topographic and Right of Way survey will include the Grand Avenue corridor between Deep Lake Road and the west curb returns of the IL Rte 83 (Milwaukee Avenue) intersection. Topographic data will extend approximately 25 feet beyond the south side of the Right of Way, 25-feet along private driveways and 50-feet along side streets.

D. Traffic & Crash Analyses

GHA will review the current and projected traffic volumes along the corridor.

- Traffic Data Collection

We anticipate conducting traffic counts at the following locations:

- Grand Avenue (IL Rte 132) at Milwaukee Avenue (IL Rte 83)
- Grand Avenue (IL Rte 132) at Shoshoni Trail / Cremin Drive
- Grand Avenue (IL Rte 132) at Woodhead Drive / Sanctuary Drive
- Grand Avenue (IL Rte 132) at Deep Lake Road

Miovision Video Collection Units (VCUs) offers improved accuracy and efficiency for larger intersections. Additionally, Miovision can be deployed for a single 24-hour period and collect turning movements as well as ADT data for all approaches. Vehicle classification data will be collected along with the turning movement volumes, as well as pedestrian and bicycle data.

- Future 2050 Traffic Volumes

GHA will request 2050 traffic projection for the corridor and key intersections, from the Chicago Metropolitan Agency for Planning (CMAP) and utilize those projections for design volume calculations.

- Crash Data & Analysis

GHA will request the most recent five (5) years of crash statistics from IDOT Division of Traffic Safety in Springfield, IL. We will also request crash reports from the Village for the years 2021 and 2022 to date. The data will be analyzed according to federal guidelines. Recommendations will be made for mitigation needs, if necessary.

- Capacity Analyses

GHA will prepare Intersection Capacity Analyses at the study intersections and provide a summary of the existing and design year intersection operations.

- No geometric or capacity improvements to the roadways are anticipated and we have not included efforts to prepare an Intersection Design Study (IDS). If required, an IDS would be considered an Additional Service to this contract.

E. Environmental Studies

GHA will prepare the required submittals and ensure the necessary coordination is completed so the project can receive Design Approval (DA) clearances for Biological, Cultural, and Special Waste impacts.

- Environmental Field Review/Reconnaissance

GHA will conduct an environmental field review to identify the presence of any environmental resources within the project corridor.

- GHA will prepare and submit the IDOT Environmental Survey Request (ESR) Form. This includes completing the form and creating the attachments.

- Wetlands

GHA will engage a sub-consultant (JHWetco.com, Inc.) to conduct a review of the corridor and complete a wetland delineation report. The sub consultant will also complete and submit either a "No Wetlands Present" memorandum or the Wetland Impact Evaluation (WIE) form through the IDOT on-line portal. A proposal from JHWetco.com, Inc. for wetlands evaluation is included as Exhibit C.

- Preliminary Environmental Site Assessment (PESA)

GHA will initiate the PESA which will be completed by IDOT through the submittal of the ESR for Special Waste Clearance.

- Threatened and Endangered (T/E) Species

GHA will initiate coordination for federal and state threatened and endangered species through the submittal of the ESR for Biological Clearance

- Section 4(f) Deminimis Evaluation
A Section 4(f) evaluation is needed for any impacts to publicly owned recreational land. Should easements or permanent impacts (e.g. ROW acquisition) be needed along Grand Avenue adjacent to Glacier Park a Section 4(f) document may be required. As Glacier Park is owned by the Village (not a separate park district) and a fee / access key is required a full Section 4(f) Deminimis document may not be required. This will be a key point of discussion at the IDOT kickoff meeting and BDE/FHWA coordination meeting.
- Archaeological and Historic Preservation
GHA will initiate coordination for archaeological and historic preservation consultation through the submittal of the ESR for Cultural Clearance.

F. Preliminary Drainage & Analysis

GHA will prepare preliminary drainage evaluation and perform required analysis in accordance with the stormwater requirement of the Lake County Watershed Development Ordinance (WDO), the Village, and IDOT.

- Collect and review pertinent as-built plans, USGS maps, County topographic maps, FEMA maps in the project area, and other pertinent data. Collect and review permits from LCSMC, IDOT, and the Village.
- Collect reports of historical flooding problems (flood-prone areas, roadway overtops, etc.) throughout the project area. Perform an evaluation of existing drainage conditions through a review of record roadway plans, maps, permits, reports and field reconnaissance trips. Identify existing drainage patterns, drainage systems, and major drainage features. Evaluate sensitivity and suitability of the existing drainage systems and outlets to determine adequacy for continued use.
- Evaluate stormwater requirement in accordance with the Lake County WDO and IDOT. Detention is not anticipated by WDO but may be required per IDOT drainage criteria. Prepare preliminary detention analysis and design in accordance with the IDOT requirements.
- Evaluate storm sewer and ditch design criteria and perform preliminary storm sewer and ditch design as necessary including hydraulic grade line computations.
- Identify permit requirements and coordinate with the Village, LCSMC, and IDOT for permit needs.
- Evaluate the needs for additional rights-of-way and drainage easement for drainage purposes.
- Prepare a Location Drainage Technical Memorandum (LDTM) or a Preliminary Stormwater Report. Up to two (2) rounds of IDOT Hydraulics review comment responses are included.

G. Preliminary Engineering

- GHA will develop typical sections (existing and proposed) and preliminary plans for the proposed sidewalk improvements.
- GHA will develop preliminary cross sections for the proposed improvements.
- GHA will prepare detailed review and preliminary design of all existing and proposed pedestrian crossings to ensure compliance with the current ADA requirements as required by IDOT within their Right of Way.
- Utilizing the preliminary cross sections, GHA will identify any preliminary easement and or Right of Way needs.
- GHA will prepare a preliminary Engineers Opinion of Probable Cost (EOPC) for the improvements utilizing current IDOT pay items.
- GHA will review existing Village utilities within the project limits and coordinate with the Village to determine the extent of local utility improvements that may be constructed at the same time as the improvements. Storm sewer improvements are generally eligible for federal participation, while water main replacement and sanitary sewers are not eligible but can be included in the plan set.

H. Design Exception Processing

- GHA will review the design requirements for Arterial roadways in accordance with the design requirements published in the IDOT BDE Manual. A Design Exception (BDE 3100 form) will be completed and submitted for any design element that cannot meet the standards.

I. Project Development Report

The Phase I Engineering Study culminates in the completion and submittal of the Project Development Report (PDR). GHA will prepare Pre-Final (draft) and final versions of the PDR document and attachments. The PDR is expected to follow the requirements of IDOT BLR 22210, which addresses processing the project as a State Approved Categorical Exclusion. **Note:** until funding for a future phase of the project is committed to and entered into the CMAP TIP, IDOT and FHWA will not issue Design Approval.

III. Schedule

GHA is prepared to commence work immediately upon receipt of written authorization from the Client. GHA will contact the Council Liaison to set up the kickoff meeting as soon as practical. We would anticipate that Phase I will be complete within 14-18 months from authorization.

IV. Compensation for Services

For the above-described services, GHA proposes billing on a time-and-materials (T&M) basis a not-to-exceed (NTE) fee of **\$137,635.75** in accordance with our current compensation rates on file with the Village. A detailed estimate of man-hours and direct costs are provided in Exhibits A and B respectively.

V. Authorization

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Village of Lake Villa



Daniel P Brinkman, PE, PTOE
Assistant Director of Transportation Services

Name: _____

Title: _____

Date: _____

Encl. A Manhour Estimate
 B Direct Expenses
 C JHWetco.com proposal

Phase I Engineering Tasks		Principal \$195	CE VI \$182	CE V \$169	CE IV \$162	CE III \$152	CE II \$147	CE I \$134	LS IV \$152	LS III \$142	LS II \$136	LS I \$128	GISP III \$152	GISP II \$141	GISP I \$134	EC II \$145	EC I \$134	ET V \$163	ET IV \$141	ET III \$131	ET II \$115	ET I \$86	AD I \$71	Total Hours	Fee	
A. Project Initiation, Coordination & Data Collection																										
Coordination with Village				12	4		4																	20	\$ 3,264	
Coordination with IDOT				12	4		4																	20	\$ 3,264	
Coordination with FHWA				6	4		2																	12	\$ 1,956	
Coordination with LCDOT & LCCOM				12	4		8															4		28	\$ 4,136	
Coordination with Utility Agencies							4															4		8	\$ 872	
Data Collection					4		2						2											8	\$ 1,246	
Task Subtotal		0	0	42	20	0	24	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	8	96	\$ 14,738	
B. Project Administration & Meetings																										
Project Administration				24	8																		12	44	\$ 6,204	
Public Input				12	4		16								6					12			12	62	\$ 8,256	
Task Subtotal		0	0	36	12	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	106	\$ 14,460	
C. Topographic Survey																										
Control											4													4	\$ 544	
Field Topo											44													44	\$ 5,984	
Reduction																				44				44	\$ 5,764	
Right of Way									24		24													48	\$ 6,912	
Project Management				4					6															10	\$ 1,588	
Task Subtotal		0	0	4	0	0	0	0	30	0	72	0	0	0	0	0	0	0	0	44	0	0	0	150	\$ 20,792	
D. Traffic & Crash Analyses																										
Traffic Data Collection								2												6		16		24	\$ 2,430	
2050 Traffic Projections								4																4	\$ 536	
Crash Data & Traffic Analyses				6				8																14	\$ 2,086	
Capacity Analyses				2				4												6				12	\$ 1,660	
Task Subtotal		0	0	8	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	12	0	16	0	54	\$ 6,712	
E. Environmental Studies																										
Environmental Field Review				2													4							6	\$ 874	
Environmental Survey Request & Supporting Documentation				2			4								8					8				22	\$ 3,046	
Section 4(f) Delineation Evaluation				8			12															2		22	\$ 3,258	
Subconsultant Coordination				4			2										12							18	\$ 2,578	
Task Subtotal		0	0	16	0	0	18	0	0	0	0	0	0	0	0	0	16	0	0	8	0	0	2	68	\$ 9,756	
F. Preliminary Drainage Analyses																										
Research and Evaluate Existing Drainage System				4			16							4									2	26	\$ 3,734	
Stormwater Requirement & Detention Calculation				4			16																	20	\$ 3,028	
Storm Sewer and Ditch Design				8			24												4					36	\$ 5,444	
Permitting Requirement				2			12																	14	\$ 2,102	
Location Drainage Technical Memorandum				12			40							2								4		58	\$ 8,474	
Task Subtotal		0	0	30	0	0	108	0	0	0	0	0	0	6		0	0	0	4	0	0	0	6	154	\$ 22,782	

Phase I Engineering Tasks		Principal \$195	CE VI \$182	CE V \$169	CE IV \$162	CE III \$152	CE II \$147	CE I \$134	LS IV \$152	LS III \$142	LS II \$136	LS I \$128	GISP III \$152	GISP II \$141	GISP I \$134	EC II \$145	EC I \$134	ET V \$163	ET IV \$141	ET III \$131	ET II \$115	ET I \$86	AD I \$71	Total Hours	Fee
G. Preliminary Engineering																									
Preliminary Plan & Profile			4	4			24																	32	\$ 4,932
Typical Cross Section Design					2		6																	8	\$ 1,206
Preliminary Cross Sections			4		12		16													20				52	\$ 7,644
ADA Details			6		8		32																	46	\$ 7,092
Village Utilities					4		4																	8	\$ 1,236
Maintenance of Traffic							4																	4	\$ 588
Task Subtotal		0	14	4	26	0	86	0	0	0	0	0	0	0	0	0	0	0	0	20	0	0	0	150	\$ 22,698
H. Design Exception Processing																									
Design Component Review				4			8																	12	\$ 1,852
IDOT submittals and coordination				8			4															8		20	\$ 2,508
Task Subtotal		0	0	12	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8		32	\$ 4,360
I. Project Development Report																									
Prepare Draft Project Development Report				16			20							4					4					44	\$ 6,772
Prepare EOPC			2				8											2						12	\$ 1,866
Prepare Final Project Development Report			2	12			8												4			6		32	\$ 4,648
Task I Subtotal		0	4	28	0	0	36	0	0	0	0	0	0	4		0	0	2	8	0	0	6	0	88	\$ 13,286
Total Labor		0	18	180	58	0	300	18	30	0	72	0	2	10		0	16	2	12	96	0	22		898	\$ 129,584.00
Reimbursable Expenses																									\$ 3,005.75
Wetland Sub-Consultant																									\$ 5,046.00
Total Labor + Reimbursables + Sub-Consultants																									
																								\$ 137,635.75	

COMPANY NAME: Gewalt Hamilton Associates, Inc
PTB NUMBER: 2022.T027 Lake Villa Grand Avenue
TODAY'S DATE: 3/4/2022

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		150	\$0.585	\$87.75
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		13	\$65.00	\$845.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		5	\$23.00	\$115.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		150	\$0.20	\$30.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)		2	\$50.00	\$100.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		1	\$100.00	\$100.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Title Commitment	Actual cost			\$950.00	\$0.00
Video Processing for Traffic Counts	Actual cost		96	\$18.00	\$1,728.00
Survey monuments	Actual cost			\$25.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$3,005.75

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND



JHWetco.com, Inc.
1924 Elmwood Drive, Highland Park, IL 60035
Tel: 847-648-1924
www.jhwetco.com jhmieleski@jhwetco.com

Professional Services Agreement

Wetland Consulting Services

Attention: **Dan Brinkman, P.E. (847) 821-6222** Draft #: **001**
Company: **Gewalt Hamilton Associates, Inc. (GHA)** Date: **02/28/2022**
Address: **625 Forest Edge Dr., Vernon Hills, IL 60061** Issued By: **J. Hmieleski, CWS-001**

Job: **Grand Ave. Improvement Project - Lake Villa** PIN #: **See attached map**
Address: **Grand Ave. IL Rte 83 east to Deep Lake Road**

Description of Work/Schedule (Refer to Attached Sheet for Acronyms Definitions)

Lump Sum Cost:

Task 1 - Delineate wetlands and waters in Assessment Area* using USACE manual (w/supplements) within "growing season." Collect floristic data; Place pin flags on wetland/waters border; GPS locate flags. Proposed flagging start date: May 2022 due to growing season constraints. Anticipate 11 hrs@ \$120/hr + Supplies/Software costs.*Assessment area: See attached map, road ROW+20', both sides; visually observe/approximate other ("off-site") areas incl. approx. size, location, and quality.

\$ 1,890.00

Task 2 - Prepare "Wetland Determination Report" meeting Lake Co. Watershed Development Ordinance (WDO), USACE Nationwide Permit Program (NWP), and IDOT to support Wetland Impact Evaluation. Incl. IDNR "Planning" level EcoCat** and USFWS IPaC. Product: PDF file of the report: includes maps, data sheets, photos, and floristic quality tables. Task 2 to be completed 2 weeks after field work completion.

\$ 2,400.00

Task 3A - Submit to LCSMC for Preliminary Jurisdictional Determination (PJD): includes application forms, maps, and one (1) meeting with USACE officials. See LCSMC fee below. Anticipate application before Task 2 completion.

\$ 250.00

Task 3B - Wetland Impact Evaluation (WIE) Web Submission: complete web-based WIE per Client requirements. Incl. plan review(s) and WIE narrative (if required).

\$ 480.00

Review Fees/JHW Paid

Notes: If needed: GHA to contact private property owners/grant access prior to JHW site visit;
**IDNR EcoCat Fee estimated as \$26.00 paid by JHW and reimbursed at cost. PJD fee invoiced to Agency (for planning: current Fees: \$720 for one wetland +\$180/each additional wetland, anticipate 3-4 wetlands, total ~\$1,440)

\$ 26.00

LUMP SUM Total: **\$ 5,046.00**

Client
Signature: _____

Date: _____

Contractor
Signature: *Joseph I. Hmieleski*

Date: **2/28/2022**

Note: this contract has a front and back side (conditions).

CONSULTING AGREEMENT – between "Customer" and JHWetco.com (the "Consultant").

The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Customer. The Consultant is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided The Customer hereby agrees to engage the Consultant to provide the Customer with services (the "Services") consisting of: Wetland Consulting Services as described on page 1. The Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Customer.

Term of Agreement The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide thirty (30) days notice to the other Party. Except as otherwise provided in this Agreement, the obligations of the Consultant will terminate upon the earlier of the Consultant ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Consultant.

Compensation For the services rendered by the Consultant as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Consultant as shown on page 1, within a term of Net 30 days from JHWetco invoice.

Expenses We will charge a lump sum cost of five percent (5%) of the total professional billings in lieu of the separate costs associated with telephone, internet, postage, photocopying (up to 500 pages), incidental office supplies, fax transmission, and personal computer usage.

Payment Penalties In the event that the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement, The Customer will pay a surcharge on any late payment in the amount of 5% of the late amount.

Confidentiality Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Ownership of Materials and Intellectual Property All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Customer. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property Upon the expiry or termination of this Agreement, the Consultant will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity/Independent Contractor In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement.

Limitation of Liability It is understood and agreed that the Consultant will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

Dispute Resolution In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Illinois. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Illinois.

Modification of Agreement Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Governing Law It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Illinois, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

PAGE 2

JHWetco's Wetland Consulting Terminology (2022)

I provide the following list of items that you will either see in our proposal documents, or reports, or in email communication. Just for clarification –

- A wetland is by *federal* definition, "The term wetlands means areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas." Clean Water Act, 33 U.S.C. 1251 et seq. Section 120.2. Note that "wetlands" are usually vegetated, whereby waterways (like creeks, rivers), or ponds/lakes are usually not vegetated.
- A wetland "determination" is the procedure for determining if an area meets "wetland" definitions (plants, soils, flooding or wetness). JHWetco uses the federal 1987 USACE Wetland Manual, with the addition of applicable (and required) supplements. For most of Chicagoland, the "Midwest" Supplement is applicable. If others will be used, we will specify which ones separately.
- A wetland "delineation" is the process for when flags are placed on the boundary demarcating what is and what is not a wetland. Regulations require that this work be done in the "growing season" as described below.
- The term growing season usually refers to the period from bud break (spring time) to leaf drop (fall) and typically means between April 15 to October 15. This "window" changes each season and the actual definition is a bit technical so be sure to ask us if you need clarification on this item. Also note, the floristic quality assessment described below has different applicable dates and this is due to some plants being present at some part of the year and not others. We will usually try to perform the delineations during the growing season AND during the window for floristic quality so we do not have to re-visit the site and incur additional field work charges.
- Most County ordinances call for a Floristic Quality Assessment to determine overall wetland quality and this is usually done at the same time of the initial wetland field work. Note that the "official" start of when wetland delineations can be done is May 15th and ends October 1. Sometimes we can do assessments outside of this period, but the reviewing agencies may require a re-visit during the growing season. We use
- Also, once a wetland is delineated, we need to know if it is under federal (U.S. Army Corps of Engineers) or local (Isolated Waters) - this process is done by the federal or local agencies. This is called a jurisdictional determination and is transmitted via a letter after we request it from the applicable agency. In Lake County, IL, this is called a Preliminary Jurisdictional Determination (PJD). Wetlands or waterways under federal jurisdiction is called a water of the US (WOTUS); isolated waters may go by isolated waters of Lake County (IWLC) for example.
- Most county or local ordinances require delineations be done by a Certified Wetland Specialist (CWS). All JHWetco work will be done by, or under supervision of, a CWS.

Acronyms used in JHW proposal:

CWS = Certified Wetland Specialist (as in Lake County, IL; other counties may have other designations)
IDNR = Illinois Department of Natural Resources; EcoCat = State listed species review
IWLC = Isolated Waters of Lake County (under County jurisdiction)
LCSMC = Lake County Stormwater Management Commission; MWRD= Metropolitan Water Rec. District
WDO or LCWDO = Lake County Watershed Development Ordinance
NWP = Nationwide Permit Program as administered by the USACE-CD
T&E= Threatened and Endangered Species, listed by the State or U.S. (US Fish & Wildlife Service)
RPP= Regional Permit Program as administered by the USACE-CD
USACE-CD = U.S. Army Corps of Engineers (Chicago District Office)
USFWS = U.S. Fish and Wildlife Service, as in relation to federal threatened or endangered species
WOTUS = Water of the United States (federal jurisdiction)

References to be used for wetland delineation:

Environmental Laboratory. (1987). "Corps of Engineers Wetlands Delineation Manual," Technical Report Y-87-1, U.S. Army Engineer WES, Vicksburg, MS.
Herman, B., Sliwinski, R. and S. Whitaker. 2017. Chicago Region FQA (Floristic Quality Assessment) Calculator. U.S. Army Corps of Engineers, Chicago, IL. (December 12, 2017 Revision).
Wilhelm, G. and L. Rericha (2017). Flora of the Chicago Region, Indiana Academy of Science, Indianapolis, 1371 pp.
US Army Corps of Engineers. 2020. National Wetland Plant List 2018 Update. From official USACE website: [rsgisias.crrel.usace.army.mil/NWPL](https://www.usace.army.mil/NWPL).
US Army Corps of Engineers. 2010. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), ed. J. S. Wakeley, R. W. Lichvar, and C. V. Noble. ERDC/EL TR-10-16. Vicksburg, MS: U.S. Army Engineer Research and Development Center.
United States Department of Agriculture, Natural Resources Conservation Service. 2018. Field Indicators of Hydric Soils in the United States, Version 8.2. L.M. Vasilas, G.W. Hurt, and J.F. Berkowitz (eds.). USDA, NRCS, in cooperation with the National Technical Committee for Hydric Soils.
Wilhelm, G. S. and L. A. Masters (1995). Floristic Quality Assessment in the Chicago Region and Application Computer Programs, Morton Arboretum, Lisle, IL. 17 pp. + Appendices.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007 FAX (A/C. No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc NAIC # 10200
INSURED JHWetco.com, Inc. 1924 Elmwood Drive Highland Park IL 60035	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	UDC-1383491-CGL-21	09/21/2021	09/21/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No. Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED JHWetco.com, Inc. 1924 Elmwood Drive Highland Park IL 60035	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			UDC-1383491-EO-21	09/21/2021	09/21/2022	Each Claim: Aggregate: \$ 3,000,000 \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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May 26, 2023



Mr. Michael Strong and Mr. Jim Bowles
Village of Lake Villa
65 Cedar Avenue
Lake Villa, Illinois 60046

Subject: Proposal for Engineering Services
 Grand Avenue Water Main Replacement Project
 Design Related Services

Dear Michael and Jim,

Applied Technologies Inc. (ATI) is pleased to present this proposal to provide engineering services for the design, preparation of construction documents, and bidding services for replacement of water main on Grand Avenue (IL Route 132) and new interconnection with the Village of Lindenhurst to improve emergency water delivery capabilities. This proposal is also to provide engineering services for the preparation of IEPA Loan Application Documents and to assist the Village in securing IEPA Loan funding for the project.

PROJECT DESCRIPTION

This proposal addresses engineering services to provide design, preparation of construction documents, and bidding related services for the replacement of approximately 3,600 feet of 8-inch water main with 12-inch water main on the north side IL Route 132 between IL Route 83 and Deep Lake Road and an improved water system interconnection with the Village of Lindenhurst.

This project has the potential to be funded via a low interest IEPA Public Water Supply Loan and documents will be prepared with inclusion of provisions to meet loan program requirements. The IEPA Professional Services Contract Certification is attached to this proposal to meet design engineering loan requirements. Replacement of the Village's water main is estimated to be approximately \$2,000,000 in construction costs.

This engineering effort will also provide for traffic control measures, topographical survey, regulatory agency coordination, wetland disturbance permitting, and geotechnical investigation.



SCOPE OF WORK

The project scope of work includes the following specific activities:

Project Management

1. Conduct a kick-off meeting with the Village to review project scope, schedule, proposed installation methods, and possible IEPA funding mechanism.
2. Meet with the Village staff regularly to update the Village on project progress, potential issues, and possible mitigation of issues.
3. Maintain a Contract Change Log to track project decisions. Provide a monthly update to the Village.

Field Surveys

4. Contact utility location companies to locate underground utilities along the proposed construction zone, including electric, telephone, gas, and cable TV.
5. Conduct a topographic survey of the site including elevations and visible site features.
6. Conduct a wetland field investigation and report. Provide assistance to obtain a preliminary jurisdictional determination. Coordinate with LCSMC and USACE as required.
7. Coordinate field location of wetlands along the proposed construction route.
8. Coordinate Village water main replacement work with IDOT to ensure no conflicts with IL Route 132 roadway features.

Easement Identification

9. Determine any necessary easement requirements and coordinate with the Village.
10. Easement acquisition is not included in this Contract.

Design Services

11. Prepare drawings and specifications for incorporation into Contract Documents. Contract Documents shall be submitted to the Village for review at the prefinal completion point. The drawings will show the general scope, extent, and character of the work to be furnished and performed by a Contractor. Plans will include cross section development required by IDOT for projects adjacent to, on or that will use IDOT right of way for construction access.
12. Prepare an opinion of probable construction cost based on the prefinal design information.



13. Prepare the following for review and approval by the Village, its legal counsel and other advisors: contract agreement forms, general conditions, supplementary conditions, bid forms, invitation to bid and instructions to bidders. All documents shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee and meet IEPA Loan requirements.
14. Assist the Village in submitting the Contract Documents to the appropriate regulatory agencies for approval. The Village shall pay the costs for all permits and inspection fees.
15. Assist the Village in obtaining construction bids for a single prime construction contract for this project, including answering questions during bidding, issuing addenda as appropriate to interpret or clarify the Bidding Documents, attending the bid opening, preparing a bid tabulation sheet, evaluating the bids and preparing a recommendation to the Village for award of the contract, preparing "Notice of Award" letter and preparing three sets of the Contract Documents for execution by the Village and the Contractor

IEPA Public Water Supply Loan Program Assistance

16. Prepare and submit a Funding Nomination form meeting the requirements of 35 Ill. Adm. Code Section 662.310.
17. Prepare and submit a Project Plan meeting the requirements of 35 Ill. Adm. Code Section 662.330.
18. Submit the project for State Environmental Review meeting the requirements of 35 Ill. Adm. Code Section 662.330.
19. Prepare and submit the PWSLP Loan Application Form meeting the requirements of 35 Ill. Adm. Code Section 662.350(a)
20. Prepare and submit a Construction Contract meeting the requirements of 35 Ill. Adm. Code Section 662.620.
21. Coordinate with the IEPA and the Village on all issues related to submit a Public Water Supply Loan Application.



ENGINEERING BUDGET

We propose an engineering budget composed of the following elements:

Engineering Design, Field Survey, Soil Borings, Wetland	
Consulting Services, Soil Management Consulting & Bidding Services	\$135,000
<u>IEPA Public Water Supply Loan Program Assistance</u>	<u>\$20,000</u>

Total Budget	\$155,000
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We propose to proceed with this effort based on hourly rates plus expenses with a not-to-exceed budget amount, unless authorized by the Village. Monthly invoices will be submitted to the Village for engineering expenses. We are available to start work on this project immediately.

Please contact us with any questions regarding this proposal. Thank you for the opportunity to continue our partnership with the Village of Lake Villa.

Sincerely,
Applied Technologies, Inc.

Robert C. Doeringsfeld, P.E.
Illinois Department Manager

Attachments: Attachment A - General Provisions
Attachment B – IEPA Professional Services Contract Certification

Village of Lake Villa

Grand Avenue Water Main Replacement Project - Design Related Services

Accepted by:

Owner:	<u>Village of Lake Villa</u>
By (Signed):	<u></u>
By (Print):	<u></u>
Title:	<u></u>
Date:	<u></u>



Attachment A

GENERAL PROVISIONS

1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only, and is not a lump-sum fee. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. Promptly thereafter, the Client and ATI shall review the matter of compensation and either the budget estimate or the remaining Scope of Services shall be revised. Rate schedules are adjusted on January 1st of each calendar year.

3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. Unless otherwise noted, these Additional Services will include, but not be limited to: investigating the condition of existing facilities; verifying the accuracy of drawings or information furnished by the Client; surveying and preparation of easements and right-of-way descriptions; redesign after approval of preliminary phase documents; preparation of alternative designs; bid protests; redesign and rebidding; Client-requested change orders involving redesign; restaking of construction stakes; and delays beyond the control of ATI.

4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices are due and payable on receipt. Interest at the rate of 1% per month will be charged on all past due amounts.

5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the Client are specifically objected to.

6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents.

8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use.

9. Indemnification

ATI agrees to indemnify Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of ATI in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

10. Limitation of Liability

The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses levied against ATI to a sum not to exceed \$50,000 or the amount of total compensation under this Agreement, whichever is less, on account of any design defect, error, omission, or professional negligence.

11. Reuse of Documents

Any reuse of documents including reports, drawings, specifications, Contract Documents and other deliverables furnished by ATI, whether in hard copy or electronic form, under this Agreement without specific written verification or adoption by ATI will be at the Client's sole risk and without liability or legal exposure to ATI. Any such reuse, verification or adoption will entitle ATI to further compensation at rates agreed upon by the Client and ATI.

12. Termination

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

13. Dispute Resolution

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. In the event actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

14. Controlling Law and Severability

This Agreement is to be governed by the law of the principal place of business of ATI. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

15. Entire Agreement

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement.

Attachment B

IEPA Professional Services Contract Certification

The following certification language is included to satisfy the Illinois Environmental Protection Agency (IEPA) loan requirements for professional services contracts per [Section 662.630](#) . The required information must be provided on the IEPA form "Loan Applicant's Certification of Engineering or Professional Services Contract Compliance with the Illinois EPA Loan Program Requirements" if the loan applicant elects to use Illinois EPA loan funding to pay for personal or professional services, such as engineering. Existing contracts that do not contain the required information can be amended to include any outstanding items.

Item 1 – Statement for Personal and Professional Construction Services:

Evidence that affirmative steps have been taken in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services consistent with the provisions of the Agency's Operating Agreement with USEPA

Item 2 - Audit and Access to Records Clause:

- A. Subsections (a)(2)(B) through (E) shall be included in all contracts and all subcontracts directly related to project services that are in excess of \$25,000.
- B. Books, records, documents, and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained in accordance with generally accepted accounting principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
- C. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States.
- D. All information and reports resulting from access to records pursuant to subsection (a)(2)(B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records under subsection (a)(2)(B) shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 662.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

Item 3 - Covenant Against Contingent Fees Clause:

Applied Technologies, Inc. warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

Item 4 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Applied Technologies, Inc. certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Item 5 - Scope of Work

The Applied Technologies, Inc. Scope of Work is included in the "Proposal for Engineering Services – Grand Avenue Water Main Replacement Project" Dated May 26, 2023

Item 6 - Schedule of Work

Design/construction engineering or professional services phase contract completion date is included on the Project Schedule: Any time period that is 60 days or less after the construction completion date will automatically be approved. If additional time beyond 60 days is proposed to complete engineering services, ATI will provide justification and obtain IEPA approval. Design is normally complete prior to the construction permit issue date.

Item 6 - Schedule

A full Schedule of work shall be submitted when determined. Contract/amendment includes payment method and amount. A description of how and when the loan applicant will pay the professional services provider for services is included within the contract and includes a contract amount not to exceed, and time and materials billing to be used.

Item 7 – Compensation

A description of how and when the loan applicant will pay the professional services provider for services is included within the contract and includes a contract amount not to exceed, and time and materials billing to be used.

Item 8 – 40 CFR Part 33 Clause

No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the PWSLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Item 9 – USEP Fair Share

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

Item 10.

The contract/amendment must be signed by both parties (loan applicant and consultant) and provided to the Illinois EPA.

Item 11.

Total contract amount for design phase is included in the contract. A time and materials basis will be stipulated in the contract and specifies a total not to exceed cost.

Item 12.

A statement regarding the use of disadvantaged business enterprises during the design service phase will be provided by ATI per [Section 662.630\(b\)](#).

Item 13.

By signing the IEPA form, ATI understands that if subcontractors are used for construction engineering, positive efforts to obtain disadvantaged business enterprises (DBE's), including advertising, are required or the subcontracted engineering work is not eligible for loan funding.

Item 14 – Contract Amendments

When the loan recipient authorizes a change that would add, delete, or revise the work within the general scope of the contract documents, or authorizes an adjustment in the contract price or contract time, the loan recipient shall submit one copy of the fully executed contract amendment signed by the loan recipient and the professional services provider. Failure to give timely notice of contract amendments may result in disallowance of loan participation for costs incurred that are attributable to the change.

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-06-04

AN ORDINANCE AUTHORIZING
THE SALE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF LAKE VILLA

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS

THIS 5TH DAY OF JUNE, 2023

Published in pamphlet form by the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 5th day of June, 2023

AN ORDINANCE AUTHORIZING
THE SALE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF LAKE VILLA

WHEREAS, the Village of Lake Villa, Lake County, Illinois (“the Village”) is authorized by 65 ILCS 5/11-76-4 to sell, by various means, surplus personal property which has been determined by a three-fourths vote of the Corporate Authorities of the Village to no longer be necessary or useful to the Village; and

WHEREAS, in the opinion of at least three-fourths of the Corporate Authorities of the Village, it is no longer necessary, useful, or in the best interest of the Village to retain ownership of the surplus personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village to sell said surplus personal property by an on-line auction service for government property or by a private negotiated sale, without advertising for bids:

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

SECTION 1: Pursuant to Chapter 65 ILCS 5/11-76-4 of the Illinois Municipal Code, the Corporate Authorities of the Village find that the following described items of personal property now owned by the Village are no longer necessary or useful to the Village, and the best interests of the Village will be served by the sale thereof, but such sale shall be at not less than the minimum sales prices specified, if any, as set forth below:

<u>DESCRIPTION OF VEHICLE</u>	<u>V.I.N. OR SERIAL NUMBER</u>	<u>MINIMUM SALES PRICE, IF ANY</u>	<u>METHOD(S) OF SALE</u>
2004 Chevrolet Colorado	1GCCS198X48185395	N/A	Auction
1983 GMC Cube Van	1GTHP32TDX3503403	N/A	Auction
2010 Ford Expedition	1FMJU1G55AEB66210	N/A	Auction
2014 Ford Explorer	1FM5K8ARXEGA76122	N/A	Auction

All sales shall be pursuant to a Bill of Sale which indicates that the sales are “AS IS, EXCLUDING ANY WARRANTIES”.

SECTION 2: The Mayor, or his designee, is hereby authorized to direct the sale of the aforementioned personal property through one or more means as specified above as determined by the Mayor, or his designee, and is further authorized to take all steps necessary and/or appropriate to effectuate and implement such sales consistent with the terms and conditions of this Ordinance:

- A. The Mayor, or the Village Administrator, as his designee, are authorized and directed to sell each such item of surplus property by the means specified above.
- B. No bid or offer shall be accepted for the sale of an item of personal property which is less than the minimum required bid price, if any.
- C. Upon payment in full of the agreed price for each said item of personal property, the Mayor, or the Village Administrator, as his designee, is authorized to convey and transfer the title and ownership of said personal property to the purchaser.
- D. Payment in full of the purchase price shall be made directly to the Village by bank check or money order.

SECTION 3: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate

Authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage by at least three-fourths of all the Corporate Authorities, and approval in the manner provided by law.

Passed by the Corporate Authorities on June 5th, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on June 5th, 2023.

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad,
Village Clerk



LAKE VILLA POLICE DEPARTMENT

65 CEDAR AVENUE, LAKE VILLA, IL 60046

PHONE: (847) 356-6106 FAX: (847) 356-6103

ROCHELLE TISINAI
CHIEF OF POLICE



May 17, 2023

To: Mayor James McDonald

Ref: Surplus Property-Police Vehicle

Mayor,

Since we have recently acquired a replacement police vehicle, I am requesting to have the following vehicle decommissioned-

- Squad #279: Gray 2014 Ford Explorer; VIN: 1FM5K8ARXEGA76122
Estimated mileage: 116,000

Squad 279 has some known moderate mechanical issues and significant rust on the undercarriage and some body panels. It is not feasible to keep it any longer due to a replacement being acquired. I am requesting authorization to send it to Enterprise Fleet Services to be sold. Please advise if you have any questions.

Respectfully submitted,

Rochelle Tisinai



LAKE VILLA POLICE DEPARTMENT

65 CEDAR AVENUE, LAKE VILLA, IL 60046

PHONE: (847) 356-6106 FAX: (847) 356-6103

ROCHELLE TISINAI
CHIEF OF POLICE

