

Attached is the agenda packet for the November 6, 2023 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

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

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

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



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

AGENDA
VILLAGE OF LAKE VILLA
BOARD OF TRUSTEES
November 6, 2023
7:00 pm

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes of October 16, 2023 Board Meeting
5. Accounts Payable – November 6, 2023
6. Mayor
 - a. Community Solar Presentation by ECA Solar
 - b. Appointment of Rob Copeland to Police Pension Board
 - c. Appointment of Rich Coles to Chairman of Police Commission
 - d. Appointment of Kevin Denzel to Police Commission
7. Staff Reports
8. New Business
 - a. Ordinance No. 2023-11-01: An Ordinance Granting a Preliminary Planned Development Approval for an Amended Conditional Use Permit for a Proposed Dunkin' Donuts drive-through Restaurant at 800 Tower Drive
 - b. Ordinance No. 2023-11-02: An Ordinance Granting Final Approval for the Proposed Redwood Development at 406 & 500 Monaville Road
 - c. Ordinance No. 2023-11-03: Authorizing Execution of an Agreement for the Lease of Certain Property Installments
 - d. Ordinance No. 2023-11-04: Authorizing Execution of an Agreement for the Lease of Certain Property Installments
 - e. Approval: Intergovernmental Agreement with the Village of Fox Lake Regarding the Use of the Fox Lake Jail Facility
 - f. Approval: Authorization to Hire Full-Time Patrol Officer due to Vacancy from

Resignation

- g. Approval: Amended Local Public Agency Agreement with IDOT Regarding Funding for Construction Engineering of the Lake Villa Downtown Sidewalk Improvement Project
 - h. Discussion: FY2024/2025 Non-Binding Tax Levy Estimate
9. Executive Session
10. Adjournment



DATE: November 2, 2023

TO: Village Board of Trustees

FROM: Michael Strong
Village Administrator

RE: Agenda Transmittal

Mayor

a. Community Solar Presentation by ECA Solar

Staff Contact: Michael Strong, Village Administrator

The Village Board will hear a presentation from ECA Solar, a large-scale solar facility developer, related to community solar and a potential development opportunity in Lake Villa. Feedback from the Village Board will be sought relative to solar farm and/or solar array uses within the Village which are not currently allowed under the Village's Zoning Code.

New Business

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

Staff Contact: Michael Strong, Village Administrator

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

The preliminary approval also grants an amendment to an existing Conditional Use Permit for the Lake Tower Crossing Phase 3 Planned Development that was approved

via Ordinance 2020-07-07. The Plan Commission held a Public Hearing on October 19, 2023, and upon conclusion recommended approval of the Petitioner's application 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 2023-11-01 Granting Preliminary Approval for the Proposed Starling Senior Apartment Development at 0 Deep Lake Road*

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

Staff Contact: Michael Strong, Village Administrator

The Village Board will discuss and consider approval of an Ordinance granting Final approval for the Proposed Redwood Development at 406 & 500 Monaville Road. Redwood USA LLC is proposing a single-story attached residential apartment development on the Subject Property. The development would involve the demolition of existing dwellings on the site, and the construction of 24 buildings consisting of 111 single-story individual 2-bedroom and 2-bathroom attached dwelling units.

Pursuant to Section 10-9-1.7 of the Village Code, a planned development ("PUD") may be granted a conditional use permit in any zoning district in which it is permitted in accordance to the standards and procedures set forth in the Code. The Plan Commission considered this matter on October 19, 2023, and upon conclusion recommended that the Petitioner's request for final approval be granted based on Findings of Fact, and conditions, outlined in the attached Ordinance. The Plan Commission voted 4-0-1 to recommend approval to the Village Board.

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

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

Staff Contact: Michael Strong, Village Administrator

The Village Board approved a lease agreement with Enterprise Fleet Management (“EFM”) for a Dodge Durango pursuit-rated police squad on December 19, 2023. That vehicle was received by the Village in late August 2023 after receiving all required outfitting and equipment. The vehicle was involved in a police-involved traffic incident in early September and was later deemed a total loss by IRMA-IML, the Village’s liability insurance carrier. The Village is in the process of being reimbursed for the loss of the vehicle.

In late October, The Village was notified of a replacement vehicle that was in surplus with EFM. In order to secure the replacement vehicle, the Mayor executed a lease quote with EFM in late October. The lease is being provided for Village Board ratification consideration since the lease amount total (\$56,088) exceeds the Mayor’s purchasing authority.

Suggested Motion: *Motion to approve Ordinance 2023-11-03 Authorizing Execution of an Agreement for the lease of certain property installments*

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

Staff Contact: Michael Strong, Village Administrator

The Village Board adopted Ordinance 2022-12-02 and established a vehicle leasing program with Enterprise Fleet Management in 2022. The program authorizes the Village Administrator to execute vehicle orders for use by Public Works and the Police Department with Enterprise Fleet Management.

For FY2024/2025, Police and EFM have identified a Police Squad that has exceeded useful life and needs replacement. The attached quote is for the replacement of a police squad for the next fiscal year. Under the terms of the arrangement, the installation of the necessary aftermarket equipment is included in the lease payments for the vehicle and is coordinated by EFM. Upon delivery of the squad, the actual costs for aftermarket outfitting, and any proceeds from the sales of replaced vehicles will be credited to the Village.

Based on the attached quote, the Village Board is asked to authorize execution of a quote in an amount not to exceed \$56,088 for this replacement vehicle. Authorization by the Village Board is requested to secure this vehicle for production. Delivery will not occur until FY2025.

Suggested Motion: *Motion to approve Ordinance 2023-11-04 Authorizing Execution of an Agreement for the lease of certain property installments*

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

Staff Contact(s): Michael Strong, Village Administrator and Rochelle Tisinai, Police Chief

The Village Board will consider a resolution approving an intergovernmental agreement between the Village of Lake Villa and the Village of Fox Lake for the use of their jail facility. Occasionally, the Sheriff of Lake County closes the Lake County Jail to prisoners from Police Departments due to capacity concerns. Per Chief Tisinai's enclosed memorandum, the Police Department is recommending approving the Resolution and agreement to keep prisoners at the Fox Lake Police Department until they see a judge at First Appearance Court.

Suggested Motion: *Motion to Approve Resolution 2023-11-01 approving an Intergovernmental Agreement between the Village of Fox Lake and the Village of Lake Villa regarding the use of the Fox Lake Jail Facility*

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

Staff Contact: Rochelle Tisinai, Police Chief

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 departing of Police Officer Austin Demski who will be resigning from the organization in November.

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

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

Staff Contact: Mike Strong, Village Administrator and Todd Gordan, Gewalt Hamilton Associates, Inc.

The Village Board will discuss and consider approving the attached Contract Amendment with IDOT Regarding Funding for Construction Engineering of the Lake Villa Downtown Sidewalk Improvement Project. This Contract Amendment addresses additional construction engineering services provided by Gewalt Hamilton Associates, Inc. for additional construction observation and for final IDOT documentation and project closeout that are beyond the original contract. The construction engineering overages are listed in Exhibit A in the attached Contract Amendment.

The work is now complete, and the construction was completed under the original contract amount.

Suggested Motion: *Motion to Approve an Amendment to the Local Public Agency Agreement with IDOT Regarding Funding for Construction Engineering of the Lake Villa Downtown Sidewalk Improvement Project*

h. Discussion: FY2024/2025 Non-Binding Tax Levy Estimate

Staff Contact: Christine McKinley, Finance Director

The Truth in Taxation statute requires that the corporate authorities of each taxing district estimate the amount of its proposed aggregate tax levy not less than 20 days prior to the adoption of a tax levy ordinance. This estimate is used to determine whether a notice and public hearing is required. Consistent with the process utilized in previous years, it is recommended that the Village Board discuss its tax levy estimate during the November 6, 2023 meeting. The proposed tax levy process would include the following:

- November 6, 2022 – Discussion of 2023 tax levy estimate at Village Board meeting
- November 20, 2023 – 2023 Tax Levy Ordinance – First Reading
- December 4, 2023 – Second Reading/Final Approval of Tax Levy Ordinance

The tax levy cap (“PTELL”) applicable to the 2023 tax levy is 5.0%. The 2023 tax levy estimate for discussion during the Village Board meeting will be presented by the Village Attorney and Village Staff, which will reflect different options the Village Board may consider for 2023 which will include the following:

1. Based on 2022 Tax Levy with no increase in Tax Levy amount for 2022 (0%)
2. Based on 2022 Tax Levy with New Construction only (New Construction Only)
3. Based on 2022 Tax Levy with New Construction plus 102.5% of 2022 Tax Levy Amount (New Construction + 2.5%)
4. Based on 2022 Tax Levy with New Construction plus 105% of 2022 Tax Levy (New Construction + 5.0%)

Suggested Motion: *Discuss the FY2024/2025 Tax Levy Estimate*

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
OCTOBER 16th, 2023**

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

Present: Mayor McDonald, Village Clerk Konrad, Trustees: O'Reilly, Bartlett, and McCollum, Police Chief Rochelle Tisinai, Village Administrator Mike Strong, Assistant to the Village Administrator Jake Litz, Public Works Supervisor Ryan Horton and Jim Bowles, Village Attorney James and Christine McKinley Trustee Nielsen arrived at 7:06pm. Trustee Barbato arrived at 7:23pm and Trustee Savell was absent.

ROLL CALL VOTE WAS:

AYES: 3 (O'Reilly, Bartlett, McCollum)

NAYS: 0

ABSENT: 3 (Nielsen, Barbato, Savell)

ABSTAIN: 0

MOTION CARRIED

Public Comment: None

Mayor: The Mayor announced this year's Trick or Treat hours which will be 4pm-7pm on October 31st.

Minutes: It was moved by Trustee McCollum and seconded by Trustee Bartlett to approve the September 18th, 2023 Village Board Minutes.

ROLL CALL VOTE WAS:

AYES: 3 (McDonald, Bartlett, McCollum)

NAYS: 0

ABSENT: 3 (Nielsen, Barbato, Savell)

ABSTAIN: 1 (O'Reilly)

MOTION CARRIED

Finance: It was moved by Trustee O'Reilly and seconded by Trustee Bartlett to approve the Accounts Payable Report for October 2nd, for \$214,100.20.

ROLL CALL VOTE WAS:

AYES: 4 (McDonald, O'Reilly, Bartlett, McCollum)

NAYS: 0

ABSENT: 3 (Nielsen, Barbato, Savell)

ABSTAIN: 0

MOTION CARRIED

It was moved by Trustee O'Reilly and seconded by Trustee McCollum to approve the Accounts Payable Report for October 16th, for \$761,114.82.

ROLL CALL VOTE WAS:

AYES: 4 (McDonald, O'Reilly, Bartlett, McCollum)

NAYS: 0

ABSENT: 3 (Nielsen, Barbato, Savell)

ABSTAIN: 0

MOTION CARRIED

Staff Reports: Public Works reported that lift station repairs were made, the Manhole cover project is almost complete, hydrant flushing, street sweeping and pavement patching will begin.

The Chief of police introduced our new Police Officer, Paul Davies. He is a lateral transfer and comes to the Village with experience as an Evidence Technician, Certified Field Training Officer, Truck Enforcement and Bicycle Officer. Welcome Officer Davies.

Thursday the Planning Commission will be holding a meeting discussing a possible Senior Park at Fairfield and Grand, a Dunkin Donuts in Lake Towers and the final plan for Redwood development on Monaville and Cedar Lake.

New Business: Resolution 2023-10-01: A Resolution Approving Municipal Solid Waste Collection Rates for the Village

The Village Board conferred on Resolution 2023-10-01, establishing new municipal solid waste collection rates for the Village of Lake Villa. The Village Board approved Ordinance 2018-03-04, which established billing rates for weekly curbside solid waste and recycling collection and disposal services. Pursuant to the Village’s contract with the solid waste hauler Waste Management, billing rates may be adjusted annually to match the hauler’s annual contractual rate increases.

The Resolution authorizes the Village to increase the refuse and recycling rate to \$20.06 per month for 64 Gallon customers and \$23.58 per month for 96 Gallon customers. Rates for Yard Waste Stickers will increase from \$2.48 to \$2.59 per sticker. If approved these rates would go into effect this November, 2023 billing cycle.

It was moved by Trustee Nielsen and seconded by Trustee McCollum to approve Resolution 2023-10-01, approving and authorizing an increase to certain bi-monthly utility billing rates for refuse and recycling services.

ROLL CALL VOTE WAS:
AYES: 5 (Nielsen, Barbato, O’Reilly, Bartlett, McCollum)
NAYS: 0
ABSENT: 1 (Savell)
ABSTAIN: 0

MOTION CARRIED

Ordinance 2023-10-01: An Ordinance Authorizing the Sale of Surplus Personal Property

The Village Board conferred on whether to approve Ordinance 2023-10-01, disposing of surplus Village property. In reviewing items for disposal, there is one vehicle a Public Works FT16 Trailer that has been identified as beyond useful life and deemed appropriate for disposal.

It was moved by Trustee Nielsen and seconded by Trustee O’Reilly to approve Ordinance 2023-10-01, authorizing the sale of surplus personal property

ROLL CALL VOTE WAS:
AYES: 5 (Nielsen, Barbato, O’Reilly, Bartlett, McCollum)
NAYS: 0
ABSENT: 1 (Savell)
ABSTAIN: 0

MOTION CARRIED

Ordinance 2023-10-01: Approval of an Ordinance Adopting Amendments to the Village of Lake Villa Village Code Relative to Raffles and Poker Runs

Pursuant to the current provisions of the “Raffles and Poker Runs Act” (230 ILCS 15), regulations have also been added to cover charitable poker runs. When this Chapter was adopted in 2007, it was adopted by the Board of Trustees to facilitate charitable raffles but in order to lessen the burden on the Village staff, the Chapter provided that raffles of \$50,000 or less are automatically licensed.

It was moved by Trustee Barbato and seconded by Trustee Nielsen to approve an ordinance adopting amendments to the Village of Lake Villa Village code relative to Raffles and Poker Runs.

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

Discussion: Downtown Redevelopment Opportunities and Priorities

Pursuant to the Village Boards intent on the redevelopment of downtown and implementation of the Village’s Comprehensive Plan, Village staff have prepared a presentation that will be reviewed with the Village Board outlining redevelopment opportunities in the core downtown. Specifically, the recent acquisition of property located along Cedar Avenue. Direction will be sought from the Village Board on, priorities and what is desirable for redevelopment, mixed-use development opportunities, and potential uses that could be targeted for redevelopment sites so that future marketing and promotional efforts can be undertaken for redevelopment purposes.

***Executive
Session:***

It was moved by Trustee Barbato and seconded by Trustee O’Reilly to go into executive session for personnel matters at 8:48pm

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 McCullom to adjourn at 8:58 pm

ROLL CALL VOTE WAS:

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

NAYS: 0

ABSENT: 1 (Savell)

ABSTAIN: 0

MOTION CARRIED

APPROVED BY ME THIS _____ October, 2023

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 10/17/2023 - 11/06/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
ACCURATE BIOMETRICS								
GENERAL FUND	STREETS	PHYSICALS/TESTING	FINGERPRINTNG SERVICES	90.00	01-41-60-4570	1,000.00	199.90	
			Vendor Total:	90.00				
ACTION TARGET, INC.								
GENERAL FUND	POLICE	RANGE & SUPPLIES	TARGETS	166.81	01-20-60-4560	16,500.00	3,694.96	
			Vendor Total:	166.81				
AEP ENERGY								
WATER & SEWER	WATER	ELECTRICITY	222 OAK KNOLL DR- UNIT	3,059.68	60-42-40-4660	50,000.00	32,055.41	
GENERAL FUND	STREETS	ELECTRICITY	LITE RT/25 683 BLAZING	87.94	01-41-40-4660	135,000.00	61,687.29	
WATER & SEWER	SEWER	ELECTRICITY	0 IL83 TFLT RT/25	38.15	60-43-40-4660	30,000.00	17,826.65	
			Vendor Total:	3,185.77				
ANTIOCH AUTO PARTS								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 17	85.58	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 17	14.26	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 17	14.26	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 14	488.96	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 14	81.49	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 14	81.49	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 8	19.55	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 8	3.26	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 8	3.25	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 8	15.14	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 8	2.52	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 8	2.53	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 8	10.10	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 8	1.68	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 8	1.68	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD # 282	268.37	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	SQUAD # 282	44.73	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SQUAD # 282	44.73	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD #282	17.98	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	SQUAD #282	3.00	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SQUAD #282	3.00	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 11	247.74	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 11	41.29	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 11	41.29	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	FRONT MUD FLAPS	39.11	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	FRONT MUD FLAPS	6.52	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	FRONT MUD FLAPS	6.52	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK #23/18/15	16.76	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK #23/18/15	2.79	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK #23/18/15	2.79	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 11	14.88	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 11	2.48	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 11	2.48	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 21	172.16	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 21	28.69	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 21	28.70	60-43-60-4930	8,750.00	2,914.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 16	13.41	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 16	2.24	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 16	2.23	60-43-60-4930	8,750.00	2,914.49	
			Vendor Total:	1,879.64				
APPLIED TECHNOLOGIES								
W&S CAPTIAL FUND		SANITARY SEWER MANHOLE	2023 LAKE VILLA GENERA:	2,784.00	91-00-00-8098	80,000.00	4,567.10	
WATER & SEWER	WATER	ENGINEERING-WATER	2023 LAKE VILLA GENERA:	1,107.00	60-42-20-4320	35,000.00	17,045.00	
WATER & SEWER	SEWER	ENGINEERING-SEWER	2023 LAKE VILLA GENERA:	1,107.00	60-43-20-4320	35,000.00	15,610.00	
DEVELOPER ESCROWS		REDWOOD ESCROW	2023 LAKE VILLA GENERA:	2,016.00	03-00-30-2361	0.00	(18,670.65)	
DEVELOPER ESCROWS		DUNKIN DONUTS ESCROW	2023 LAKE VILLA GENERA:	2,496.00	03-00-30-2362	0.00	9,050.00	OVER

VILLAGE OF LAKE VILLA Treasurer's Report
EXP CHECK RUN DATES 10/17/2023 - 11/06/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
WATER & SEWER	WATER	ENGINEERING-WATER	2023 LAKE VILLA GENERAL	534.00	60-42-20-4320	35,000.00	17,045.00	
WATER & SEWER	SEWER	ENGINEERING-SEWER	2023 LAKE VILLA GENERAL	534.00	60-43-20-4320	35,000.00	15,610.00	
W&S CAPTIAL FUND		DESIGN & ENGINEERING	LAKE VILLA/ GRAND AVE	12,328.00	91-00-00-8141	135,000.00	41,313.59	
W&S CAPTIAL FUND		DESIGN ENGINEERING	BURILAKE VILLA/ 2023 WATER	26,014.00	91-00-00-8160	84,000.00	7,386.00	
Vendor Total:				48,920.00				
A-TIRE COUNTY SERVICE, INC.								
GENERAL FUND	FLEET	CONTRACT VEHICLE MAINT	TOW- DODGE DURANGO TO	405.00	01-30-20-4230	30,000.00	6,335.14	
Vendor Total:				405.00				
AVALON EQUITIES LAKE VILLA, LLC								
WATER & SEWER		WATER	UB refund for account:	13.56	60-00-40-3510	947,521.00	124,454.96	
WATER & SEWER		SEWER	UB refund for account:	5.29	60-00-40-3610	223,623.00	648,249.59	
WATER & SEWER		EX FLO CHG	UB refund for account:	0.92	60-00-50-3611	55,000.00	29,014.31	
Vendor Total:				19.77				
BADGER GLOVE & SAFETY, INC.								
GENERAL CAPITAL FUND		QUIET ZONE IMPROVEMENT	UNIFORM ALLOWANCE/ QUI	597.50	90-00-00-8135	18,500.00	2,300.00	
GENERAL FUND	FLEET	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE/ QUI	40.00	01-30-60-4170	400.00	0.00	
GENERAL FUND	STREETS	UNIFORM ALLOWANCE- STR	UNIFORM ALLOWANCE/ QUI	75.25	01-41-60-4170	3,000.00	739.53	
WATER & SEWER	WATER	UNIFORM ALLOWANCE- WAT	UNIFORM ALLOWANCE/ QUI	37.62	60-42-60-4170	1,500.00	385.25	
WATER & SEWER	SEWER	UNIFORM ALLOWANCE- SEW	UNIFORM ALLOWANCE/ QUI	37.63	60-43-60-4170	1,500.00	385.29	
Vendor Total:				788.00				
BILLER PRESS & MFG., INC.								
GENERAL FUND	POLICE	PRINTING	2002 VEHICLE LOCKOUT F	146.00	01-20-60-4440	4,500.00	4,653.93	OVER
Vendor Total:				146.00				
BLECK ENGINEERING CO., INC.								
GENERAL CAPITAL FUND		REPAIRS & IMPROVEMENTS	NPDES PHASE 2- DESIGN	1,235.00	90-00-00-8092	50,000.00	3,252.76	
Vendor Total:				1,235.00				
BLUE CROSS/BLUE SHIELD								
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	4,210.18	01-10-10-4110	70,968.00	22,791.73	
GENERAL FUND	POLICE	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	13,962.15	01-20-10-4110	225,584.00	91,650.27	
GENERAL FUND	FLEET	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	1,378.52	01-30-10-4110	47,736.00	11,737.92	
GENERAL FUND	STREETS	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	5,169.32	01-41-10-4110	72,243.00	30,189.28	
MANSTION FUND		HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	97.30	08-00-10-4110	925.00	518.98	
METRA FUND		HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	175.60	02-00-10-4110	2,478.00	1,040.91	
WATER & SEWER	WATER	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	3,204.24	60-42-10-4110	47,402.00	18,811.27	
WATER & SEWER	SEWER	HEALTH & LIFE INSURANCE	NOVEMBER 2023- 11-01-20	3,204.24	60-43-10-4110	47,402.00	18,811.24	
GENERAL FUND		EMPLOYEE CONTRIBUTION	NOVEMBER 2023- 11-01-20	7,121.45	01-00-10-2180	0.00	9,159.28	OVER
Vendor Total:				38,523.00				
BS&A SOFTWARE								
GENERAL FUND	ADMINISTRATIVE	TRAINING/TRAVEL	REMOTE FINANCEIAL MNGM	2,000.00	01-10-60-4530	8,750.00	3,144.94	
Vendor Total:				2,000.00				
BUCKEYE POWER SALES CO., INC.								
WATER & SEWER	SEWER	GENERATOR LOAD BANK TE	BLOCK HEATER/ MONAVILL	153.34	60-43-60-4961	10,000.00	0.00	
Vendor Total:				153.34				
CENTRAL LAKE COUNTY JAWA								
WATER & SEWER	WATER	CLC-JAWA	OCTOBER 2023	32,823.00	60-42-20-4351	334,194.00	202,595.28	
WATER & SEWER	WATER	CLC JAWA CONNECTION FE	OCTOBER 2023	19,575.00	60-42-20-4352	234,900.00	117,450.00	
Vendor Total:				52,398.00				
CES								
GENERAL FUND	STREETS	MAINTENANCE - SIGNS &	BATTERY /METRA	44.06	01-41-40-4270	5,000.00	2,159.64	
WATER & SEWER	WATER	SUPPLIES - WATER	BATTERY	30.14	60-42-40-4950	35,000.00	13,839.10	
WATER & SEWER	SEWER	SUPPLIES - SEWER	BATTERY	30.15	60-43-40-4950	30,000.00	5,191.33	
Vendor Total:				104.35				
CHRISTINE MCKINLEY								
GENERAL FUND	ADMINISTRATIVE	TRAINING/TRAVEL	GFOA -PER DIEM	50.00	01-10-60-4530	8,750.00	3,144.94	
Vendor Total:				50.00				
CLOVERLEAF CORPORATION								
GENERAL CAPITAL FUND		QUIET ZONE IMPROVEMENT	QUIET ZONE	9,447.26	90-00-00-8135	18,500.00	2,300.00	
Vendor Total:				9,447.26				

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
COMCAST CABLE								
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	65 CEDAR AVE	1.58	01-46-60-4420	18,000.00	7,946.56	
WATER & SEWER	WATER	TELEPHONE	65 CEDAR AVE	0.26	60-42-60-4420	3,000.00	1,101.59	
WATER & SEWER	SEWER	TELEPHONE	65 CEDAR AVE	0.26	60-43-60-4420	3,000.00	1,101.62	
		Vendor Total:		2.10				
COMED								
GENERAL FUND	STREETS	ELECTRICITY	TFLT, METERED 0 RT 83	55.42	01-41-40-4660	135,000.00	61,687.29	
		Vendor Total:		55.42				
CONSERV FS, INC.								
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	443.6 GAL UNL GAS	1,060.64	01-30-60-4820	82,500.00	35,862.82	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	443.6 GAL UNL GAS	176.77	60-42-60-4820	13,750.00	6,074.95	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	443.6 GAL UNL GAS	176.78	60-43-60-4820	13,750.00	6,074.96	
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	890.80 GAL UNL GAS	2,093.82	01-30-60-4820	82,500.00	35,862.82	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	890.80 GAL UNL GAS	348.97	60-42-60-4820	13,750.00	6,074.95	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	890.80 GAL UNL GAS	348.97	60-43-60-4820	13,750.00	6,074.96	
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	354.4 GAL DIESEL	1,015.89	01-30-60-4820	82,500.00	35,862.82	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	354.4 GAL DIESEL	169.32	60-42-60-4820	13,750.00	6,074.95	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	354.4 GAL DIESEL	169.31	60-43-60-4820	13,750.00	6,074.96	
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	716.8 GAL UNL GAS	1,669.78	01-30-60-4820	82,500.00	35,862.82	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	716.8 GAL UNL GAS	278.30	60-42-60-4820	13,750.00	6,074.95	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	716.8 GAL UNL GAS	278.30	60-43-60-4820	13,750.00	6,074.96	
		Vendor Total:		7,786.85				
DEKIND COMPUTER CONSULTANTS								
GENERAL FUND	ADMINISTRATIVE	IT SUPPORT -75% (MONTH	MONTHLY SERVICE- DECEM	600.00	01-10-20-5215	9,000.00	5,289.36	
WATER & SEWER	WATER	IT SUPPORT -12.5%	MONTHLY SERVICE- DECEM	100.00	60-42-20-5215	1,500.00	881.57	
WATER & SEWER	SEWER	IT SUPPORT -12.5%	MONTHLY SERVICE- DECEM	100.00	60-43-20-5215	1,500.00	881.57	
GENERAL CAPITAL FUND		INFORMATION TECHNOLOGY	MONTHLY SERVICE- DECEM	1,242.00	90-00-00-8150	40,000.00	25,448.27	
		Vendor Total:		2,042.00				
DYNEGY ENERGY SERVICES								
MANSION FUND		485 N MILWAUKEE AVE/ M	OCTOBER 2023	1,534.45	08-00-00-4660	8,000.00	11,452.03	OVER
WATER & SEWER	WATER	141 BELMONT AVE/ WELL	OCTOBER 2023	828.22	60-42-40-4660	50,000.00	32,055.41	
WATER & SEWER	SEWER	801 E GRAND AVE/ LIFT	OCTOBER 2023	79.39	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	WATER	881 DEEP LAKE RD/ WELL	OCTOBER 2023	419.51	60-42-40-4660	50,000.00	32,055.41	
GENERAL FUND	STREETS	119 CEDAR AVE/ STREET	L.OCTOBER 2023	57.76	01-41-40-4660	135,000.00	61,687.29	
GENERAL FUND	STREETS	129 CENTRAL AVE/ STREE	OCTOBER 2023	39.24	01-41-40-4660	135,000.00	61,687.29	
GENERAL FUND	STREETS	422 -1/2 W GRAND AVE/	OCTOBER 2023	28.97	01-41-40-4660	135,000.00	61,687.29	
WATER & SEWER	SEWER	0 N PETITE LAKE RD/ W	OCTOBER 2023	250.18	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	SEWER	910 PARK AVE/ LIFT	OCTOBER 2023	132.24	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	SEWER	1515 OAKLAND DRIVE/ LI	OCTOBER 2023	162.09	60-43-40-4660	30,000.00	17,826.65	
GENERAL FUND	STREETS	129 RAILROAD AVE/ STRE	OCTOBER 2023	41.85	01-41-40-4660	135,000.00	61,687.29	
GENERAL FUND	STREETS	SS CEDAR AVE/LIGHT 1 W	OCTOBER 2023	224.89	01-41-40-4660	135,000.00	61,687.29	
GENERAL FUND	STREETS	SS CEDAR 1 W WISCONSIN	OCTOBER 2023	81.35	01-41-40-4660	135,000.00	61,687.29	
WATER & SEWER	SEWER	129 CENTRAL AVE/ LIFT	OCTOBER 2023	160.96	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	SEWER	WS BROOKING CT/ 1S PON	OCTOBER 2023	250.89	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	WATER	533 AMHERST DR/ WELL	OCTOBER 2023	331.64	60-42-40-4660	50,000.00	32,055.41	
WATER & SEWER	SEWER	607 N MILWAUKEE AVE/ L	OCTOBER 2023	167.48	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	SEWER	550 E GRAND AVE/ LIFT	OCTOBER 2023	111.11	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	WATER	0SS RAILROAD AVE/ W/ S	OCTOBER 2023	81.67	60-42-40-4660	50,000.00	32,055.41	
WATER & SEWER	SEWER	0 N S OLD MONAVILLE RD	OCTOBER 2023	1,068.46	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	SEWER	735 N MILWAUKEE AVE/ L	OCTOBER 2023	197.46	60-43-40-4660	30,000.00	17,826.65	
WATER & SEWER	WATER	108 S MILWAUKEE AVE	OCTOBER 2023	216.75	60-42-40-4660	50,000.00	32,055.41	
		Vendor Total:		6,466.56				
EAGLE POINT GUN/ T J MORRIS & SONS								
GENERAL FUND	POLICE	RANGE & SUPPLIES	SUPPLIES	6,700.00	01-20-60-4560	16,500.00	3,694.96	
		Vendor Total:		6,700.00				
ENTERPRISE FM TRUST								
GENERAL FUND	FLEET	VEHICLE LEASES	VEHICLE LEASES/ PUBLIC	2,674.49	01-30-60-4932	90,000.00	31,663.26	
GENERAL FUND	FLEET	VEHICLE LEASES	VEHICLE LEASES/ POLICE	2,299.00	01-30-60-4932	90,000.00	31,663.26	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
FACTORY MOTOR PARTS CO.				Vendor Total:			4,973.49	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 11	163.95	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 11	27.32	60-43-60-4930	8,750.00	2,914.49	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 11	27.33	60-42-60-4930	8,750.00	2,914.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD # 274	97.08	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SQUAD # 274	16.18	60-43-60-4930	8,750.00	2,914.49	
WATER & SEWER	WATER	VEHICLE SUPPLIES	SQUAD # 274	16.18	60-42-60-4930	8,750.00	2,914.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 16	37.28	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 16	6.21	60-43-60-4930	8,750.00	2,914.49	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 16	6.21	60-42-60-4930	8,750.00	2,914.28	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	COATED BRAKE ROTOR	71.80	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	COATED BRAKE ROTOR	11.97	60-43-60-4930	8,750.00	2,914.49	
WATER & SEWER	WATER	VEHICLE SUPPLIES	COATED BRAKE ROTOR	11.96	60-42-60-4930	8,750.00	2,914.28	
				Vendor Total:			493.47	
FOX RECOVERY & TOWING								
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	MOVE CHRISTMAS SEMI TR	250.00	01-46-40-4211	16,500.00	7,510.23	
				Vendor Total:			250.00	
GAGES LAKE AUTO OF LAKE VILLA								
GENERAL FUND	FLEET	CONTRACT VEHICLE MAINT	TRUCK # 16	67.50	01-30-20-4230	30,000.00	6,335.14	
WATER & SEWER	SEWER	CONTRACT VEHICLE MAINT	TRUCK # 16	11.25	60-43-20-4230	5,000.00	1,137.82	
WATER & SEWER	WATER	CONTRACT VEHICLE MAINT	TRUCK # 16	11.25	60-42-20-4230	5,000.00	1,078.48	
GENERAL FUND	FLEET	CONTRACT VEHICLE MAINT	TRUCK # 14	67.50	01-30-20-4230	30,000.00	6,335.14	
WATER & SEWER	SEWER	CONTRACT VEHICLE MAINT	TRUCK # 14	11.25	60-43-20-4230	5,000.00	1,137.82	
WATER & SEWER	WATER	CONTRACT VEHICLE MAINT	TRUCK # 14	11.25	60-42-20-4230	5,000.00	1,078.48	
				Vendor Total:			180.00	
GEWALT HAMILTON ASSOCIATES, INC.								
GENERAL CAPITAL FUND		DESIGN ENG. SIDEWALK: (	GRAND SIDEWALKDW PH 1	1,200.00	90-00-00-8125	135,000.00	5,334.50	
				Vendor Total:			1,200.00	
HAWKINS, INC.								
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE CYLINDER	20.00	60-42-40-4950	35,000.00	13,839.10	
				Vendor Total:			20.00	
ICOPS								
GENERAL FUND		UNION DUES PAYABLE	PAY PERIOD 09/30-10/13	230.00	01-00-10-2190	0.00	(2,651.00)	
GENERAL FUND		UNION DUES PAYABLE	PAY PERIOD 10/14-10/27	253.00	01-00-10-2190	0.00	(2,651.00)	
				Vendor Total:			483.00	
ID NETWORKS								
GENERAL FUND	POLICE	EQUIPMENT MAINTENANCE	ANNUAL SERVICE MAINT FI	4,213.00	01-20-20-4813	0.00	0.00	OVER
				Vendor Total:			4,213.00	
ILLINOIS ASSOC OF CHIEFS OF POLICE								
GENERAL FUND	POLICE	MEMBERSHIPS	MEMEBERSHIP RENEWAL	265.00	01-20-60-4531	14,500.00	11,719.40	
				Vendor Total:			265.00	
ILLINOIS EPA								
WATER & SEWER	WATER	DEBT SERVICE	PRINCIPAL AND INTEREST	134,616.00	60-42-60-5019	554,300.00	166,766.34	
				Vendor Total:			134,616.00	
ILLINOIS SECTION AWWA								
WATER & SEWER	WATER	TRAINING/TRAVEL	VIRTUAL/ FALL REG- KUR'	80.00	60-42-60-4530	2,000.00	449.62	
WATER & SEWER	SEWER	TRAINING/TRAVEL	VIRTUAL/ FALL REG- KUR'	80.00	60-43-60-4530	2,000.00	399.62	
				Vendor Total:			160.00	
IMPERIAL SUPPLIES LLC								
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	WIRE TIE -BLK	156.35	01-46-40-4910	16,000.00	4,471.94	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	SHOP SUPPLIES	946.33	01-46-40-4910	16,000.00	4,471.94	
				Vendor Total:			1,102.68	
JON M. TACK, P.E.								
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	OCTOBER	485.25	01-10-20-4392	65,000.00	26,610.11	
DEVELOPER ESCROWS		REDWOOD ESCROW	OCTOBER	312.50	03-00-30-2361	0.00	(18,670.65)	
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	OCTOBER	200.00	01-10-20-4392	65,000.00	26,610.11	
				Vendor Total:			997.75	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
LAKE COUNTY HEALTH DEPT.-								
GENERAL FUND	POLICE	MEMBERSHIPS	SEPTEMBER 2023-	50.00	01-20-60-4531	14,500.00	11,719.40	
			Vendor Total:	50.00				
LAKE COUNTY HOSE & EQUIPMENT								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CRIMP	65.14	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	CRIMP	10.86	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CRIMP	10.85	60-43-60-4930	8,750.00	2,914.49	
			Vendor Total:	86.85				
LAKE COUNTY PUBLIC WORKS								
WATER & SEWER		SEWER CONNECTIONS	SEWER AND SURCHARGE 07,	3,540.00	60-00-20-2018	0.00	43,716.20	OVER
WATER & SEWER	SEWER	COUNTY CHARGES	SEWER AND SURCHARGE 07,	101,918.06	60-43-40-4350	680,000.00	199,963.97	
WATER & SEWER	SEWER	COUNTY SURCHARGE	SEWER AND SURCHARGE 07,	8,394.00	60-43-40-4351	55,000.00	16,782.00	
			Vendor Total:	113,852.06				
LAKE COUNTY TREASURER								
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	SEPTEMBER 2023	100.20	01-10-20-4392	65,000.00	26,610.11	
			Vendor Total:	100.20				
LAKE VILLA POLICE PENSION FUND								
GENERAL FUND	POLICE	POLICE PENSION PAYABLE	PAY PERIOD 10/14-10/27,	5,796.36	01-20-10-2150	0.00	(84,531.34)	
GENERAL FUND	POLICE	POLICE PENSION PAYABLE	PAY PERIOD 09/30-10/13,	5,064.14	01-20-10-2150	0.00	(84,531.34)	
			Vendor Total:	10,860.50				
LAKELAND SEPTIC SERVICE								
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	2 HOLDING TANKS- LOFFR	165.00	01-46-40-4211	16,500.00	7,510.23	
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	2 HOLDING TANKS- LOFFR	200.00	01-46-40-4211	16,500.00	7,510.23	
			Vendor Total:	365.00				
LAKESIDE INTERNATIONAL TRUCKS								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK #4 / #5 / #6	449.97	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK #4 / #5 / #6	75.00	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK #4 / #5 / #6	74.99	60-43-60-4930	8,750.00	2,914.49	
			Vendor Total:	599.96				
LRS, LLC								
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	GLACIER PARK -UNIT REN'	58.53	01-46-40-4911	20,000.00	16,365.87	
			Vendor Total:	58.53				
MAGEE HARTMAN, P.C.								
GENERAL FUND	POLICE	LEGAL FEES/COURT	OCTOBER 2023	2,593.00	01-20-20-4330	37,000.00	17,914.00	
			Vendor Total:	2,593.00				
MCCANN INDUSTRIES, INC.								
GENERAL FUND	STREETS	SUPPLIES	STREET SUPPLIES	218.88	01-41-40-4940	15,000.00	4,013.40	
			Vendor Total:	218.88				
MENARDS - ANTIOCH								
WATER & SEWER	WATER	SUPPLIES - WATER	TRAILER SUPPLIES	11.94	60-42-40-4950	35,000.00	13,839.10	
WATER & SEWER	SEWER	SUPPLIES - SEWER	TRAILER SUPPLIES	11.94	60-43-40-4950	30,000.00	5,191.33	
WATER & SEWER	WATER	NEW EQUIPMENT	TRAILER SUPPLIES	23.63	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	TRAILER SUPPLIES	23.63	60-43-60-5201	6,000.00	3,888.50	
WATER & SEWER	WATER	SUPPLIES - WATER	TRAILER SUPPLIES	2.48	60-42-40-4950	35,000.00	13,839.10	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	SHOP SUPPLIES	70.24	01-46-40-4910	16,000.00	4,471.94	
WATER & SEWER	WATER	NEW EQUIPMENT	UTILITY TRAILER	84.50	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	UTILITY TRAILER	84.50	60-43-60-5201	6,000.00	3,888.50	
WATER & SEWER	WATER	SUPPLIES - WATER	HEADLALMP	34.98	60-42-40-4950	35,000.00	13,839.10	
WATER & SEWER	WATER	NEW EQUIPMENT	TRAILER	194.69	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	TRAILER	194.69	60-43-60-5201	6,000.00	3,888.50	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	ORANGE TRIPLE TAP ADAP'	43.70	01-46-40-4910	16,000.00	4,471.94	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	BUILDING SUPPLIES	574.66	01-46-40-4910	16,000.00	4,471.94	
GENERAL FUND	STREETS	SUPPLIES	STREET SUPPLIES	39.98	01-41-40-4940	15,000.00	4,013.40	
GENERAL FUND	STREETS	SUPPLIES	STREET SUPPLIES	28.30	01-41-40-4940	15,000.00	4,013.40	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	BUILDING/ STREET -SUPP'	10.49	01-46-40-4910	16,000.00	4,471.94	
GENERAL FUND	STREETS	SUPPLIES	BUILDING/ STREET -SUPP'	55.98	01-41-40-4940	15,000.00	4,013.40	
WATER & SEWER	WATER	VEHICLE SUPPLIES	CREDIT FOR REC'T #3391'	(14.87)	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CREDIT FOR REC'T #3391'	(14.87)	60-43-60-4930	8,750.00	2,914.49	

VILLAGE OF LAKE VILLA Treasurer's Report
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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
WATER & SEWER	WATER	NEW EQUIPMENT	TRAILER/ VILLAGE HALL/	4.42	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	TRAILER/ VILLAGE HALL/	4.42	60-43-60-5201	6,000.00	3,888.50	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	TRAILER/ VILLAGE HALL/	89.94	01-46-40-4910	16,000.00	4,471.94	
WATER & SEWER	WATER	NEW EQUIPMENT	TRAILER/ VILLAGE HALL/	57.45	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	TRAILER/ VILLAGE HALL/	57.45	60-43-60-5201	6,000.00	3,888.50	
WATER & SEWER	WATER	SUPPLIES - WATER	TRAILER/ VILLAGE HALL/	11.99	60-42-40-4950	35,000.00	13,839.10	
WATER & SEWER	WATER	NEW EQUIPMENT	TRAILER/ VILLAGE HALL/	41.97	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	TRAILER/ VILLAGE HALL/	41.97	60-43-60-5201	6,000.00	3,888.50	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	TRAILER/ VILLAGE HALL/	59.96	01-46-40-4910	16,000.00	4,471.94	
WATER & SEWER	WATER	NEW EQUIPMENT	CREDIT FOR REC'T #3591	(42.39)	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	CREDIT FOR REC'T #3591	(42.40)	60-43-60-5201	6,000.00	3,888.50	
WATER & SEWER	WATER	NEW EQUIPMENT	TRAILER	10.44	60-42-60-5201	6,000.00	3,888.50	
WATER & SEWER	SEWER	NEW EQUIPMENT	TRAILER	10.44	60-43-60-5201	6,000.00	3,888.50	
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	SHOP SUPPLIES	35.45	01-46-40-4910	16,000.00	4,471.94	
Vendor Total:				1,801.70				
MIDWEST HOOK N CHAIN								
GENERAL FUND	FLEET	MECHANIC TOOLS	AUTEL TPMS TOOL	227.50	01-30-60-4931	750.00	250.62	
Vendor Total:				227.50				
MILIEU DESIGN LLC								
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT MOWING	50.00	01-10-20-4214	3,000.00	1,467.82	
METRA FUND		MOWING	METRA -MOWING	37.50	02-00-20-4213	3,000.00	1,330.05	
METRA FUND		MOWING	METRA -MOWING	37.50	02-00-20-4213	3,000.00	1,330.05	
WATER & SEWER	SEWER	MOWING	MAINT FACILITY MOWING	252.33	60-43-20-4213	10,000.00	7,242.60	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS MOWING	733.67	01-46-20-4213	25,500.00	19,015.35	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT-MOWING	50.00	01-10-20-4214	3,000.00	1,467.82	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS -MOWING	252.33	01-46-20-4213	25,500.00	19,015.35	
WATER & SEWER	SEWER	MOWING	LIFT- MOWING	108.00	60-43-20-4213	10,000.00	7,242.60	
WATER & SEWER	WATER	MOWING	WELLS- MOWING	144.00	60-42-20-4213	4,200.00	2,916.00	
METRA FUND		MOWING	METRA/ EMPTY LOT- MOWII	36.17	02-00-20-4213	3,000.00	1,330.05	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	METRA/ EMPTY LOT- MOWII	76.33	01-10-20-4214	3,000.00	1,467.82	
WATER & SEWER	SEWER	MOWING	LIFT SEWER- MOWING	108.00	60-43-20-4213	10,000.00	7,242.60	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARK MOWING	252.33	01-46-20-4213	25,500.00	19,015.35	
GENERAL FUND	BUILDINGS & GROUNDS	TREE & ROW MAINTENANCE	ROW MOWING	640.00	01-46-40-4214	5,000.00	1,995.00	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS MOWING	1,467.34	01-46-20-4213	25,500.00	19,015.35	
WATER & SEWER	WATER	MOWING	WELLS- WATER MOWING	216.00	60-42-20-4213	4,200.00	2,916.00	
WATER & SEWER	SEWER	MOWING	MAINT FACILITY MOWING	504.66	60-43-20-4213	10,000.00	7,242.60	
WATER & SEWER	SEWER	MOWING	LIFT SEWER	180.00	60-43-20-4213	10,000.00	7,242.60	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS MOWING	504.66	01-46-20-4213	25,500.00	19,015.35	
METRA FUND		MOWING	METRA / EMPTY LOT MOWII	36.17	02-00-20-4213	3,000.00	1,330.05	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	METRA / EMPTY LOT MOWII	76.33	01-10-20-4214	3,000.00	1,467.82	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT	50.00	01-10-20-4214	3,000.00	1,467.82	
METRA FUND		MOWING	METRA MOWING	37.50	02-00-20-4213	3,000.00	1,330.05	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS MOWING	733.67	01-46-20-4213	25,500.00	19,015.35	
WATER & SEWER	WATER	MOWING	WELLS WATER- MOWING	144.00	60-42-20-4213	4,200.00	2,916.00	
WATER & SEWER	SEWER	MOWING	MAINT FACILITY MOWING	252.33	60-43-20-4213	10,000.00	7,242.60	
METRA FUND		MOWING	METRA /PARKS- MOWING	36.17	02-00-20-4213	3,000.00	1,330.05	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	METRA /PARKS- MOWING	76.33	01-10-20-4214	3,000.00	1,467.82	
WATER & SEWER	SEWER	MOWING	LIFT SEWER -MOWING	108.00	60-43-20-4213	10,000.00	7,242.60	
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS MOWING	252.33	01-46-20-4213	25,500.00	19,015.35	
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT -MOWING	50.00	01-10-20-4214	3,000.00	1,467.82	
METRA FUND		MOWING	METRA -MOWING	37.50	02-00-20-4213	3,000.00	1,330.05	
Vendor Total:				7,541.15				
NACO RETIREMENT SOLUTIONS								
GENERAL FUND		DEFERRED COMP PAYABLE	PAY PERIOD 09/30-10/13,	2,950.38	01-00-10-2120	0.00	(34,153.80)	
GENERAL FUND		DEFERRED COMP PAYABLE	PAY PERIOD 10/14-10/27,	3,050.38	01-00-10-2120	0.00	(34,153.80)	
Vendor Total:				6,000.76				
NATIONAL TESTING NETWORK								
GENERAL FUND	POLICE	PHYSICALS/TESTING	LAW ENFORCEMENT PREREC	1,215.00	01-20-60-4570	6,060.00	798.00	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
NICOR GAS				Vendor Total:			1,215.00	
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR- WATEI	52.39	60-42-40-4610	13,500.00	2,930.47	
WATER & SEWER	WATER	NATURAL GAS	65 CEDAR AVE	60.27	60-42-40-4610	13,500.00	2,930.47	
METRA FUND		ELECTRICITY	129 RAILROAD AVE	54.38	02-00-30-4660	2,500.00	566.13	
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD -END OI	55.12	60-43-40-4610	13,000.00	5,105.15	
WATER & SEWER	SEWER	NATURAL GAS	1509 OAKLAND DR- LIFT :	54.53	60-43-40-4610	13,000.00	5,105.15	
WATER & SEWER	SEWER	NATURAL GAS	57 CEDAR AVE	56.34	60-43-40-4610	13,000.00	5,105.15	
WATER & SEWER	SEWER	NATURAL GAS	500 E GRAND AVE #3	169.45	60-43-40-4610	13,000.00	5,105.15	
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR	56.34	60-42-40-4610	13,500.00	2,930.47	
METRA FUND		ELECTRICITY	WS RT21 S BURNETT	61.27	02-00-30-4660	2,500.00	566.13	
WATER & SEWER	WATER	NATURAL GAS	910 PARK AVE	53.36	60-42-40-4610	13,500.00	2,930.47	
WATER & SEWER	WATER	NATURAL GAS	141 BELMONT AVE- WELL I	178.49	60-42-40-4610	13,500.00	2,930.47	
WATER & SEWER	SEWER	NATURAL GAS	129 CENTRAL AVE- #2	167.45	60-43-40-4610	13,000.00	5,105.15	
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END OI	55.35	60-43-40-4610	13,000.00	5,105.15	
				Vendor Total:			1,074.74	
NIELSEN ENTERPRISES, INC								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	LVPW 4 WHEELER	543.10	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	LVPW 4 WHEELER	90.52	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	LVPW 4 WHEELER	90.51	60-43-60-4930	8,750.00	2,914.49	
				Vendor Total:			724.13	
NVB PLAYGROUNDS								
PARK CAPITAL		PARK IMPROVEMENTS	8 FT ELITE ARCH POST SI	2,999.00	97-00-00-8101	75,000.00	8,824.92	
				Vendor Total:			2,999.00	
PADDOCK PUBLICATIONS, INC.								
GENERAL FUND	ADMINISTRATIVE	PRINTING	PUBLIC HEARING/ LAKE T	404.80	01-10-60-4440	1,000.00	478.40	
				Vendor Total:			404.80	
PARTNERS AND PAWS VETERINARY SERVIC								
DEVELOPER ESCROWS		K-9 UNIT GRANT	ATTICUS	327.24	03-00-30-2325	0.00	16,773.75	OVER
				Vendor Total:			327.24	
PAYNE & DOLAN, INC								
GENERAL CAPITAL FUND		DOWNTOWN SIDEWALK	2022 MFT ROADWAY IMPROV	20,460.85	M 90-00-00-8072	0.00	20,460.85	OVER
				Vendor Total:			20,460.85	
PEERLESS NETWORK, INC.								
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	TELEPHONE	759.35	01-46-60-4420	18,000.00	7,946.56	
WATER & SEWER	WATER	TELEPHONE	TELEPHONE	126.56	60-42-60-4420	3,000.00	1,101.59	
WATER & SEWER	SEWER	TELEPHONE	TELEPHONE	126.56	60-43-60-4420	3,000.00	1,101.62	
				Vendor Total:			1,012.47	
RAY O'HERRON CO., INC								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- PAU	109.74	01-20-60-4170	28,000.00	16,504.25	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ASH	53.99	01-20-60-4170	28,000.00	16,504.25	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- PHI	45.00	01-20-60-4170	28,000.00	16,504.25	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- PAU	2,494.51	01-20-60-4170	28,000.00	16,504.25	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ASH	1,583.21	01-20-60-4170	28,000.00	16,504.25	
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- PHI	1,563.21	01-20-60-4170	28,000.00	16,504.25	
				Vendor Total:			5,849.66	
ROGAN SHOES, INC.								
GENERAL FUND	STREETS	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- MAT	265.62	01-41-60-4170	3,000.00	739.53	
WATER & SEWER	WATER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- MAT	132.81	60-42-60-4170	1,500.00	385.25	
WATER & SEWER	SEWER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- MAT	132.82	60-43-60-4170	1,500.00	385.29	
				Vendor Total:			531.25	
RUSH TRUCK CENTER, SPRINGFIELD								
GENERAL CAPITAL FUND		FLEET VEHICLES	2024 INTERNATIONAL/ MOI	13,102.81	90-00-00-8149	310,000.00	80,298.00	
				Vendor Total:			13,102.81	
RUSO POWER EQUIPMENT								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	28" BAR LIGHT ROLLOMA	247.42	01-30-60-4930	52,500.00	17,014.43	
WATER & SEWER	WATER	VEHICLE SUPPLIES	28" BAR LIGHT ROLLOMA	41.24	60-42-60-4930	8,750.00	2,914.28	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	28" BAR LIGHT ROLLOMA	41.24	60-43-60-4930	8,750.00	2,914.49	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
GENERAL FUND	STREETS	SUPPLIES	SOD STAPLES/ STRAW BLA	83.98	01-41-40-4940	15,000.00	4,013.40	
Vendor Total:				413.88				
STANDARD INSURANCE COMPANY								
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	266.31	01-10-10-4110	70,968.00	22,791.73	
GENERAL FUND	POLICE	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	1,013.66	01-20-10-4110	225,584.00	91,650.27	
GENERAL FUND	FLEET	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	142.84	01-30-10-4110	47,736.00	11,737.92	
GENERAL FUND	STREETS	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	340.17	01-41-10-4110	72,243.00	30,189.28	
MANSION FUND		HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	6.28	08-00-10-4110	925.00	518.98	
METRA FUND		HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	11.55	02-00-10-4110	2,478.00	1,040.91	
WATER & SEWER	WATER	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	218.26	60-42-10-4110	47,402.00	18,811.27	
WATER & SEWER	SEWER	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	218.27	60-43-10-4110	47,402.00	18,811.24	
GENERAL FUND		EMPLOYEE CONTRIBUTION	EMPLOYEE CONTRIBUTION- OCTOBER	83.09	01-00-10-2180	0.00	9,159.28	OVER
Vendor Total:				2,300.43				
STREICHER'S								
GENERAL FUND	POLICE	MISCELLANEOUS	HOLSTER	152.00	01-20-60-5190	8,000.00	2,194.32	
Vendor Total:				152.00				
SUBURBAN CONCRETE								
GENERAL FUND	STREETS	MAINTENANCE - SIDEWALKS	CONCRETE CURB/ GUTTER 1	73,011.26	01-41-40-4271	75,000.00	1,988.74	
GENERAL FUND	STREETS	STORM SEWERS	CONCRETE CURB/ GUTTER 1	7,368.24	01-41-40-4241	64,000.00	28,677.77	
Vendor Total:				80,379.50				
TESKA ASSOCIATES, INC.								
GENERAL FUND	ADMINISTRATIVE	PLANNER	GIS MAPPING/ PLANNING/1	1,167.50	01-10-20-4380	15,000.00	7,170.50	
DEVELOPER ESCROWS		REDWOOD ESCROW	GIS MAPPING/ PLANNING/1	387.50	03-00-30-2361	0.00	(18,670.65)	
Vendor Total:				1,555.00				
THE STANDARD INSURANCE COMPANY RC								
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	47.78	01-10-10-4110	70,968.00	22,791.73	
GENERAL FUND	POLICE	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	122.85	01-20-10-4110	225,584.00	91,650.27	
GENERAL FUND	FLEET	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	6.83	01-30-10-4110	47,736.00	11,737.92	
GENERAL FUND	STREETS	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	18.20	01-41-10-4110	72,243.00	30,189.28	
MANSION FUND		HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	0.18	08-00-10-4110	925.00	518.98	
METRA FUND		HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	0.64	02-00-10-4110	2,478.00	1,040.91	
WATER & SEWER	WATER	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	17.79	60-42-10-4110	47,402.00	18,811.27	
WATER & SEWER	SEWER	HEALTH & LIFE INSURANCE	HEALTH & LIFE INSURANCE- OCTOBER	17.79	60-43-10-4110	47,402.00	18,811.24	
WATER & SEWER		ACCOUNTS RECEIVABLE	LIFE INSURANCE- OCTOBER	480.38	60-00-00-1130	0.00	0.00	OVER
Vendor Total:				712.44				
THOMPSON ELEVATOR								
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	5 ELEVATOR CODE INSPEC'	226.00	01-10-20-4392	65,000.00	26,610.11	
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	7 ELEVATOR CODE INSPEC'	322.00	01-10-20-4392	65,000.00	26,610.11	
Vendor Total:				548.00				
TOPS VETERINARY REHABILITATION								
DEVELOPER ESCROWS		K-9 UNIT GRANT	REHABLIITATION -ATTICU:	299.00	03-00-30-2325	0.00	16,773.75	OVER
DEVELOPER ESCROWS		K-9 UNIT GRANT	LASER THERAPY- ATTICUS	92.14	03-00-30-2325	0.00	16,773.75	OVER
Vendor Total:				391.14				
TRANSUNION								
GENERAL FUND	POLICE	MEMBERSHIPS	OCTOBER 2023	274.40	01-20-60-4531	14,500.00	11,719.40	
Vendor Total:				274.40				
WAREHOUSE DIRECT								
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- 3 HOLI	3.45	60-43-60-4810	5,800.00	2,674.70	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- 3 HOLI	3.45	60-42-60-4810	5,800.00	2,674.71	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- 3 HOLI	8.05	01-10-60-4810	7,350.00	2,641.45	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- 3 HOLI	8.05	01-20-60-4810	12,000.00	2,657.81	
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- MONTH	11.32	60-43-60-4810	5,800.00	2,674.70	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- MONTH	11.32	60-42-60-4810	5,800.00	2,674.71	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- MONTH	26.42	01-10-60-4810	7,350.00	2,641.45	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- MONTH	26.44	01-20-60-4810	12,000.00	2,657.81	
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- HDMI (	17.56	60-43-60-4810	5,800.00	2,674.70	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- HDMI (	17.56	60-42-60-4810	5,800.00	2,674.71	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- HDMI (40.97	01-10-60-4810	7,350.00	2,641.45	

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- HDMI (	40.97	01-20-60-4810	12,000.00	2,657.81	
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	68.71	60-43-60-4810	5,800.00	2,674.70	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	68.71	60-42-60-4810	5,800.00	2,674.71	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	160.32	01-10-60-4810	7,350.00	2,641.45	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	160.33	01-20-60-4810	12,000.00	2,657.81	
			Vendor Total:	673.63				
XYLEM WATER SOLUTIONS								
WATER & SEWER	SEWER	MAINTENANCE-SEWER SYST	CABLE/ GROMMET	5,116.00	60-43-40-4250	25,000.00	7,745.00	
			Vendor Total:	5,116.00				
			Grand Total:	616,093.72				

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ACCBIO ACCURATE BIOMETRICS		
BANK CODE: 40208		
449192310	FINGERPRINTING SERVICES	90.00
TOTAL BANK CODE: 40208		90.00
TOTAL VENDOR ACCBIO ACCURATE BIOMETRICS		90.00
VENDOR CODE: ACTTAR ACTION TARGET, INC.		
BANK CODE: 40208		
0581881-IN	TARGETS	166.81
TOTAL BANK CODE: 40208		166.81
TOTAL VENDOR ACTTAR ACTION TARGET, INC.		166.81
VENDOR CODE: AEP ENERGY AEP ENERGY		
BANK CODE: 40208		
10242023-4047	222 OAK KNOLL DR- UNIT A	3,059.68
10242023--3995	LITE RT/25 683 BLAZING STAR DR	87.94
10242023-3984	0 IL83 TFLT RT/25	38.15
TOTAL BANK CODE: 40208		3,185.77
TOTAL VENDOR AEP ENERGY AEP ENERGY		3,185.77
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
363266	TRUCK # 17	114.10
362205	TRUCK # 14	651.94
361873	TRUCK # 8	26.06
361124	TRUCK # 8	20.19
360750	TRUCK # 8	13.46
355770	SQUAD # 282	357.83
355932	SQUAD #282	23.98
365303	TRUCK # 11	330.32
368998	FRONT MUD FLAPS	52.15
368577	TRUCK #23/18/15	22.34
365266	TRUCK # 11	19.84
364635	TRUCK # 21	229.55
364320	TRUCK # 16	17.88
TOTAL BANK CODE: 40208		1,879.64
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		1,879.64
VENDOR CODE: APPTEC APPLIED TECHNOLOGIES		
BANK CODE: 40208		
36639	2023 LAKE VILLA GENERAL SERVICES PROJECT	10,578.00
36661	LAKE VILLA/ GRAND AVE WATER MAIN	12,328.00
36641	LAKE VILLA/ 2023 WATER MAIN REPLACEMENT	26,014.00
TOTAL BANK CODE: 40208		48,920.00
TOTAL VENDOR APPTEC APPLIED TECHNOLOGIES		48,920.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ATIRE A-TIRE COUNTY SERVICE, INC.		
BANK CODE: 40208		
117814	TOW- DODGE DURANGO TO PUBLIC WORKS	405.00
TOTAL BANK CODE: 40208		405.00
TOTAL VENDOR ATIRE A-TIRE COUNTY SERVICE, INC.		405.00
VENDOR CODE: BADGLO BADGER GLOVE & SAFETY, INC.		
BANK CODE: 40208		
054176	UNIFORM ALLOWANCE/ QUIET ZONE -SAFETY GL	788.00
TOTAL BANK CODE: 40208		788.00
TOTAL VENDOR BADGLO BADGER GLOVE & SAFETY, INC.		788.00
VENDOR CODE: BILPRE BILLER PRESS & MFG., INC.		
BANK CODE: 40208		
23-24075	2002 VEHICLE LOCKOUT FORMS	146.00
TOTAL BANK CODE: 40208		146.00
TOTAL VENDOR BILPRE BILLER PRESS & MFG., INC.		146.00
VENDOR CODE: BLEENG BLECK ENGINEERING CO., INC.		
BANK CODE: 40208		
29311	NPDES PHASE 2- DESIGN	1,235.00
TOTAL BANK CODE: 40208		1,235.00
TOTAL VENDOR BLEENG BLECK ENGINEERING CO., INC.		1,235.00
VENDOR CODE: BLUCRO BLUE CROSS/BLUE SHIELD		
BANK CODE: 40208		
10302023	NOVEMBER 2023- 11-01-2023- 12-01-2023	38,523.00
TOTAL BANK CODE: 40208		38,523.00
TOTAL VENDOR BLUCRO BLUE CROSS/BLUE SHIELD		38,523.00
VENDOR CODE: BS&A BS&A SOFTWARE		
BANK CODE: 40208		
149351	REMOTE FINANCEIAL MNGMT.NET TRAINING W/	2,000.00
TOTAL BANK CODE: 40208		2,000.00
TOTAL VENDOR BS&A BS&A SOFTWARE		2,000.00
VENDOR CODE: BUCPOWSAL BUCKEYE POWER SALES CO., INC.		
BANK CODE: 40208		
PS99360	BLOCK HEATER/ MONAVILLE LIFTSTATION GENE	153.34
TOTAL BANK CODE: 40208		153.34

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: BUCPOWSAL BUCKEYE POWER SALES CO., INC.		
	TOTAL VENDOR BUCPOWSAL BUCKEYE POWER SALES CO., INC	153.34
VENDOR CODE: CENLCJAWA CENTRAL LAKE COUNTY JAWA		
BANK CODE: 40208		
1001-1031	OCTOBER 2023	52,398.00
	TOTAL BANK CODE: 40208	52,398.00
	TOTAL VENDOR CENLCJAWA CENTRAL LAKE COUNTY JAWA	52,398.00
VENDOR CODE: CES CES		
BANK CODE: 40208		
LKV/099892	BATTERY /METRA	44.06
LKV/100926	BATTERY	60.29
	TOTAL BANK CODE: 40208	104.35
	TOTAL VENDOR CES CES	104.35
VENDOR CODE: CHRMCK CHRISTINE MCKINLEY		
BANK CODE: 40208		
10102023	GFOA -PER DIEM	50.00
	TOTAL BANK CODE: 40208	50.00
	TOTAL VENDOR CHRMCK CHRISTINE MCKINLEY	50.00
VENDOR CODE: CLOCOR CLOVERLEAF CORPORATION		
BANK CODE: 40208		
2331022-IN	QUIET ZONE	9,447.26
	TOTAL BANK CODE: 40208	9,447.26
	TOTAL VENDOR CLOCOR CLOVERLEAF CORPORATION	9,447.26
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		
10242023	65 CEDAR AVE	2.10
	TOTAL BANK CODE: 40208	2.10
	TOTAL VENDOR COMCAB COMCAST CABLE	2.10
VENDOR CODE: COMED COMED		
BANK CODE: 40208		
10242023-3203	TFLT, METERED 0 RT 83	55.42
	TOTAL BANK CODE: 40208	55.42
	TOTAL VENDOR COMED COMED	55.42
VENDOR CODE: CONF5 CONSERV FS, INC.		
BANK CODE: 40208		
102027563	443.6 GAL UNL GAS	1,414.19

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: CONFV CONSERV FS, INC.		
BANK CODE: 40208		
102027723	890.80 GAL UNL GAS	2,791.76
102027910	354.4 GAL DIESEL	1,354.52
102027911	716.8 GAL UNL GAS	2,226.38
TOTAL BANK CODE: 40208		7,786.85
TOTAL VENDOR CONFV CONSERV FS, INC.		7,786.85
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
37313	MONTHLY SERVICE- DECEMBER 2023/ OFFICE 3	2,042.00
TOTAL BANK CODE: 40208		2,042.00
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		2,042.00
VENDOR CODE: DYNENE DYNEGY ENERGY SERVICES		
BANK CODE: 40208		
306942723101	OCTOBER 2023	6,466.56
TOTAL BANK CODE: 40208		6,466.56
TOTAL VENDOR DYNENE DYNEGY ENERGY SERVICES		6,466.56
VENDOR CODE: EAGPOIGUN EAGLE POINT GUN/ T J MORRIS & SONS		
BANK CODE: 40208		
136268	SUPPLIES	6,700.00
TOTAL BANK CODE: 40208		6,700.00
TOTAL VENDOR EAGPOIGUN EAGLE POINT GUN/ T J MORRIS		6,700.00
VENDOR CODE: ENT ENTERPRISE FM TRUST		
BANK CODE: 40208		
FBN4841668	VEHICLE LEASES/ PUBLIC WORKS -SEPTEMBER	2,674.49
FBN4834923	VEHICLE LEASES/ POLICE- SEPTEMBER 2023	2,299.00
TOTAL BANK CODE: 40208		4,973.49
TOTAL VENDOR ENT ENTERPRISE FM TRUST		4,973.49
VENDOR CODE: FACMOTPAR FACTORY MOTOR PARTS CO.		
BANK CODE: 40208		
162-159200	TRUCK # 11	218.60
162-160439	SQUAD # 274	129.44
50-4868699	TRUCK # 16	49.70
162-160111	COATED BRAKE ROTOR	95.73
TOTAL BANK CODE: 40208		493.47
TOTAL VENDOR FACMOTPAR FACTORY MOTOR PARTS CO.		493.47
VENDOR CODE: FOXREC FOX RECOVERY & TOWING		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: FOXREC FOX RECOVERY & TOWING		
BANK CODE: 40208		
8547	MOVE CHRISTMAS SEMI TRAILERS	250.00
TOTAL BANK CODE: 40208		250.00
TOTAL VENDOR FOXREC FOX RECOVERY & TOWING		250.00
VENDOR CODE: GAGLAK GAGES LAKE AUTO OF LAKE VILLA		
BANK CODE: 40208		
111473	TRUCK # 16	90.00
111456	TRUCK # 14	90.00
TOTAL BANK CODE: 40208		180.00
TOTAL VENDOR GAGLAK GAGES LAKE AUTO OF LAKE VILLA		180.00
VENDOR CODE: GEWHAM GEWALT HAMILTON ASSOCIATES, INC.		
BANK CODE: 40208		
5875.100-3	GRAND SIDEWALKDW PH 1	1,200.00
TOTAL BANK CODE: 40208		1,200.00
TOTAL VENDOR GEWHAM GEWALT HAMILTON ASSOCIATES, INC		1,200.00
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		
6603139	CHLORINE CYLINDER	20.00
TOTAL BANK CODE: 40208		20.00
TOTAL VENDOR HAWINC HAWKINS, INC.		20.00
VENDOR CODE: IACOP ILLINOIS ASSOC OF CHIEFS OF POLICE		
BANK CODE: 40208		
14460	MEMEBERSHIP RENEWAL	265.00
TOTAL BANK CODE: 40208		265.00
TOTAL VENDOR IACOP ILLINOIS ASSOC OF CHIEFS OF POLI		265.00
VENDOR CODE: ICOPS ICOPS		
BANK CODE: 40208		
ICOPS 10192023	PAY PERIOD 09/30-10/13/2023	230.00
IOCPS 11022023	PAY PERIOD 10/14-10/27/2023	253.00
TOTAL BANK CODE: 40208		483.00
TOTAL VENDOR ICOPS ICOPS		483.00
VENDOR CODE: IDNET ID NETWORKS		
BANK CODE: 40208		
281494	ANNUAL SERVICE MAINT FEE/ FINGER ROLL LI	4,213.00
TOTAL BANK CODE: 40208		4,213.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: IDNET ID NETWORKS		
	TOTAL VENDOR IDNET ID NETWORKS	4,213.00
VENDOR CODE: ILAWWA ILLINOIS SECTION AWWA		
BANK CODE: 40208		
200083755	VIRTUAL/ FALL REG- KURT SKINNER/ JIM BOW	160.00
	TOTAL BANK CODE: 40208	160.00
	TOTAL VENDOR ILAWWA ILLINOIS SECTION AWWA	160.00
VENDOR CODE: ILLEPA ILLINOIS EPA		
BANK CODE: 40208		
L17-5135	PRINCIPAL AND INTEREST FOR DRINKING WATE	134,616.00
	TOTAL BANK CODE: 40208	134,616.00
	TOTAL VENDOR ILLEPA ILLINOIS EPA	134,616.00
VENDOR CODE: IMPSUP IMPERIAL SUPPLIES LLC		
BANK CODE: 40208		
I0018E2558	WIRE TIE -BLK	156.35
I001891253	SHOP SUPPLIES	946.33
	TOTAL BANK CODE: 40208	1,102.68
	TOTAL VENDOR IMPSUP IMPERIAL SUPPLIES LLC	1,102.68
VENDOR CODE: JONTAC JON M. TACK, P.E.		
BANK CODE: 40208		
11012023	OCTOBER	997.75
	TOTAL BANK CODE: 40208	997.75
	TOTAL VENDOR JONTAC JON M. TACK, P.E.	997.75
VENDOR CODE: LAKINT LAKESIDE INTERNATIONAL TRUCKS		
BANK CODE: 40208		
2320917P	TRUCK #4 / #5 / #6	599.96
	TOTAL BANK CODE: 40208	599.96
	TOTAL VENDOR LAKINT LAKESIDE INTERNATIONAL TRUCKS	599.96
VENDOR CODE: LAKSEP LAKELAND SEPTIC SERVICE		
BANK CODE: 40208		
85478	2 HOLDING TANKS- LOFFREDO PARK	165.00
85723	2 HOLDING TANKS- LOFFREDO PARK	200.00
	TOTAL BANK CODE: 40208	365.00
	TOTAL VENDOR LAKSEP LAKELAND SEPTIC SERVICE	365.00
VENDOR CODE: LCHEA LAKE COUNTY HEALTH DEPT.-		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: LCHEA LAKE COUNTY HEALTH DEPT.-		
BANK CODE: 40208		
26533	SEPTEMBER 2023-	50.00
TOTAL BANK CODE: 40208		50.00
TOTAL VENDOR LCHEA LAKE COUNTY HEALTH DEPT.-		50.00
VENDOR CODE: LCHOSE LAKE COUNTY HOSE & EQUIPMENT		
BANK CODE: 40208		
203648	CRIMP	86.85
TOTAL BANK CODE: 40208		86.85
TOTAL VENDOR LCHOSE LAKE COUNTY HOSE & EQUIPMENT		86.85
VENDOR CODE: LCPUBWKS LAKE COUNTY PUBLIC WORKS		
BANK CODE: 40208		
11012023-UB	SEWER AND SURCHARGE 07/15/2023- 09/15/20	113,852.06
TOTAL BANK CODE: 40208		113,852.06
TOTAL VENDOR LCPUBWKS LAKE COUNTY PUBLIC WORKS		113,852.06
VENDOR CODE: LCTREAS LAKE COUNTY TREASURER		
BANK CODE: 40208		
430034623	SEPTEMBER 2023	100.20
TOTAL BANK CODE: 40208		100.20
TOTAL VENDOR LCTREAS LAKE COUNTY TREASURER		100.20
VENDOR CODE: LRS LRS, LLC		
BANK CODE: 40208		
PS569924	GLACIER PARK -UNIT RENTAL	58.53
TOTAL BANK CODE: 40208		58.53
TOTAL VENDOR LRS LRS, LLC		58.53
VENDOR CODE: LVPOL LAKE VILLA POLICE PENSION FUND		
BANK CODE: 40208		
LVPOL 11022023	PAY PERIOD 10/14-10/27/2023	5,796.36
LVPOL 10192023	PAY PERIOD 09/30-10/13/2023	5,064.14
TOTAL BANK CODE: 40208		10,860.50
TOTAL VENDOR LVPOL LAKE VILLA POLICE PENSION FUND		10,860.50
VENDOR CODE: MAGHAR MAGEE HARTMAN, P.C.		
BANK CODE: 40208		
11012023	OCTOBER 2023	2,593.00
TOTAL BANK CODE: 40208		2,593.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MAGHAR MAGEE HARTMAN, P.C.		
	TOTAL VENDOR MAGHAR MAGEE HARTMAN, P.C.	2,593.00
VENDOR CODE: MCCANN MCCANN INDUSTRIES, INC.		
BANK CODE: 40208		
PV2864	STREET SUPPLIES	218.88
	TOTAL BANK CODE: 40208	218.88
	TOTAL VENDOR MCCANN MCCANN INDUSTRIES, INC.	218.88
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
36747	TRAILER SUPPLIES	73.62
36090	SHOP SUPPLIES	70.24
36079	UTILITY TRAILER	169.00
37023	HEADLAMP	34.98
36909	TRAILER	389.38
36910	ORANGE TRIPLE TAP ADAPTER/ ELEC TAPE / V	43.70
35906	BUILDING SUPPLIES	574.66
36394	STREET SUPPLIES	39.98
36284	STREET SUPPLIES	28.30
36432	BUILDING/ STREET -SUPPLIES	66.47
35912	CREDIT FOR REC'T #33919	(29.74)
35916	TRAILER/ VILLAGE HALL/ WATER/SEWER SPLIT	369.57
36746	CREDIT FOR REC'T #35916/ TRAILER	(84.79)
36660	TRAILER	20.88
36689	SHOP SUPPLIES	35.45
	TOTAL BANK CODE: 40208	1,801.70
	TOTAL VENDOR MENANT MENARDS - ANTIOCH	1,801.70
VENDOR CODE: MIDHOO MIDWEST HOOK N CHAIN		
BANK CODE: 40208		
0038	AUTEL TPMS TOOL	227.50
	TOTAL BANK CODE: 40208	227.50
	TOTAL VENDOR MIDHOO MIDWEST HOOK N CHAIN	227.50
VENDOR CODE: MILDES MILIEU DESIGN LLC		
BANK CODE: 40208		
173245	VACANT LOT MOWING	50.00
173246	METRA -MOWING	37.50
174045	METRA -MOWING	37.50
174037	MAINT FACILITY MOWING	252.33
17403	PARKS MOWING	733.67
174044	VACANT LOT-MOWING	50.00
174043	PARKS -MOWING	252.33
174042	LIFT- MOWING	108.00
174036	WELLS- MOWING	144.00
174038	METRA/ EMPTY LOT- MOWING	112.50
173243	LIFT SEWER- MOWING	108.00
173244	PARK MOWING	252.33
173887	ROW MOWING	640.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MILDES MILIEU DESIGN LLC		
BANK CODE: 40208		
173890	PARKS MOWING	1,467.34
173891	WELLS- WATER MOWING	216.00
173892	MAINT FACILITY MOWING	504.66
173897	LIFT SEWER	180.00
173898	PARKS MOWING	504.66
173912	METRA / EMPTY LOT MOWING	112.50
173913	VACANT LOT	50.00
173914	METRA MOWING	37.50
173945	PARKS MOWING	733.67
173946	WELLS WATER- MOWING	144.00
173947	MAINT FACILITY MOWING	252.33
173948	METRA /PARKS- MOWING	112.50
173952	LIFT SEWER -MOWING	108.00
173953	PARKS MOWING	252.33
173954	VACANT LOT -MOWING	50.00
173955	METRA -MOWING	37.50
TOTAL BANK CODE: 40208		7,541.15
TOTAL VENDOR MILDES MILIEU DESIGN LLC		7,541.15
VENDOR CODE: MISC-MR PARTNERS AND PAWS VETERINARY SERVIC		
BANK CODE: 40208		
126490	ATTICUS	327.24
461553398	REHABILITATION -ATTICUS	299.00
464171706	LASER THERAPY- ATTICUS	92.14
TOTAL BANK CODE: 40208		718.38
TOTAL VENDOR MISC-MR TOPS VETERINARY REHABILITATION		718.38
VENDOR CODE: MISC-UB AVALON EQUITIES LAKE VILLA, LLC		
BANK CODE: 40208		
10/25/2023	UB refund for account: 0202015225-02	19.77
TOTAL BANK CODE: 40208		19.77
TOTAL VENDOR MISC-UB AVALON EQUITIES LAKE VILLA, LI		19.77
VENDOR CODE: NACO NACO RETIREMENT SOLUTIONS		
BANK CODE: 40208		
NACO 10192023	PAY PERIOD 09/30-10/13/2023	2,950.38
NACO 11022023	PAY PERIOD 10/14-10/27/2023	3,050.38
TOTAL BANK CODE: 40208		6,000.76
TOTAL VENDOR NACO NACO RETIREMENT SOLUTIONS		6,000.76
VENDOR CODE: NATTES NATIONAL TESTING NETWORK		
BANK CODE: 40208		
13756	LAW ENFORCEMENT PRERECORDED INTERVIEW SC	1,215.00
TOTAL BANK CODE: 40208		1,215.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: NATTES NATIONAL TESTING NETWORK		
	TOTAL VENDOR NATTES NATIONAL TESTING NETWORK	1,215.00
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
10252023-2455	222 OAK KNOLL DR- WATER FACILITIES BLDG	52.39
10252023-8365	65 CEDAR AVE	60.27
10252023-6481	129 RAILROAD AVE	54.38
10252023-3262	ES OAK KNOLL RD -END OF ROAD	55.12
10252023-3343	1509 OAKLAND DR- LIFT STATION	54.53
10252023-6885	57 CEDAR AVE	56.34
10252023-3390	500 E GRAND AVE #3	169.45
10252023-9325	222 OAK KNOLL DR	56.34
10252023-5513	WS RT21 S BURNETT	61.27
10252023-1446	910 PARK AVE	53.36
10252023-5469	141 BELMONT AVE- WELL HOUSE	178.49
10252023-8978	129 CENTRAL AVE- #2	167.45
10252023-7099	ES OAK KNOLL RD- END OF RD	55.35
	TOTAL BANK CODE: 40208	1,074.74
	TOTAL VENDOR NICOR NICOR GAS	1,074.74
VENDOR CODE: NIEENT NIELSEN ENTERPRISES, INC		
BANK CODE: 40208		
7067324	LVPW 4 WHEELER	724.13
	TOTAL BANK CODE: 40208	724.13
	TOTAL VENDOR NIEENT NIELSEN ENTERPRISES, INC	724.13
VENDOR CODE: NVBPLA NVB PLAYGROUNDS		
BANK CODE: 40208		
65042	8 FT ELITE ARCH POST SWING W/ CHAINS AND	2,999.00
	TOTAL BANK CODE: 40208	2,999.00
	TOTAL VENDOR NVBPLA NVB PLAYGROUNDS	2,999.00
VENDOR CODE: PADPUB PADDOCK PUBLICATIONS, INC.		
BANK CODE: 40208		
267785	PUBLIC HEARING/ LAKE TOWER CROSSING/ LV	404.80
	TOTAL BANK CODE: 40208	404.80
	TOTAL VENDOR PADPUB PADDOCK PUBLICATIONS, INC.	404.80
VENDOR CODE: PAYDOL PAYNE & DOLAN, INC		
BANK CODE: 40208		
451044-04 EXTRAS	2022 MFT ROADWAY IMPROVEMENTS- PAY REQUE	20,460.85
	TOTAL BANK CODE: 40208	20,460.85
	TOTAL VENDOR PAYDOL PAYNE & DOLAN, INC	20,460.85

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 10/17/2023 - 11/06/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 11/13

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC.		
BANK CODE: 40208		
35488	TELEPHONE	1,012.47
TOTAL BANK CODE: 40208		1,012.47
TOTAL VENDOR PEERLESS PEERLESS NETWORK, INC.		1,012.47
VENDOR CODE: RAYOHE RAY O'HERRON CO., INC		
BANK CODE: 40208		
2303698	UNIFORM ALLOWANCE- PAUL DAVIES	109.74
2304255	UNIFORM ALLOWANCE- ASHLEY ANDERSON -CSO	53.99
2304256	UNIFORM ALLOWANCE- PHIL MADURA -CSO	45.00
2301038	UNIFORM ALLOWANCE- PAUL DAVIES	2,494.51
2302809	UNIFORM ALLOWANCE- ASHLEY ANDERSON -CSO	1,583.21
2302807	UNIFORM ALLOWANCE- PHIL MADURA -CSO	1,563.21
TOTAL BANK CODE: 40208		5,849.66
TOTAL VENDOR RAYOHE RAY O'HERRON CO., INC		5,849.66
VENDOR CODE: ROGSHO ROGAN SHOES, INC.		
BANK CODE: 40208		
286289	UNIFORM ALLOWANCE- MATT COYNE/ GLENN HES	531.25
TOTAL BANK CODE: 40208		531.25
TOTAL VENDOR ROGSHO ROGAN SHOES, INC.		531.25
VENDOR CODE: RUSPOW RUSSO POWER EQUIPMENT		
BANK CODE: 40208		
SPI20388139	28" BAR LIGHT ROLLOMATIC / CHAIN LOOP/	329.90
SPI20425769	SOD STAPLES/ STRAW BLANKET	83.98
TOTAL BANK CODE: 40208		413.88
TOTAL VENDOR RUSPOW RUSSO POWER EQUIPMENT		413.88
VENDOR CODE: RUSTRUCEN RUSH TRUCK CENTER, SPRINGFIELD		
BANK CODE: 40208		
2801-00544	2024 INTERNATIONAL/ MODEL # HV607/ STOCK	13,102.81
TOTAL BANK CODE: 40208		13,102.81
TOTAL VENDOR RUSTRUCEN RUSH TRUCK CENTER, SPRINGFIELD		13,102.81
VENDOR CODE: STA STANDARD INSURANCE COMPANY		
BANK CODE: 40208		
11012023	DENTAL INSURANCE- OCTOBER 2023- 10/01/20	2,217.34
10302023	VISION INSURANCE- OCTOBER 2023- 10/01/20	83.09
TOTAL BANK CODE: 40208		2,300.43
TOTAL VENDOR STA STANDARD INSURANCE COMPANY		2,300.43

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA

EXP CHECK RUN DATES 10/17/2023 - 11/06/2023

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 12/13

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: STREICH STREICHER'S		
BANK CODE: 40208		
11659301	HOLSTER	152.00
TOTAL BANK CODE: 40208		152.00
TOTAL VENDOR STREICH STREICHER'S		152.00
VENDOR CODE: SUBCON SUBURBAN CONCRETE		
BANK CODE: 40208		
LV91423	CONCRETE CURB/ GUTTER REMOVE & REPLACE C	80,379.50
TOTAL BANK CODE: 40208		80,379.50
TOTAL VENDOR SUBCON SUBURBAN CONCRETE		80,379.50
VENDOR CODE: TESASS TESKA ASSOCIATES, INC.		
BANK CODE: 40208		
13618	GIS MAPPING/ PLANNING/REDWOOD REVIEW/ ZO	1,555.00
TOTAL BANK CODE: 40208		1,555.00
TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.		1,555.00
VENDOR CODE: THESTA THE STANDARD INSURANCE COMPANY RC		
BANK CODE: 40208		
10302023	LIFE INSURANCE- OCTOBER 2023	712.44
TOTAL BANK CODE: 40208		712.44
TOTAL VENDOR THESTA THE STANDARD INSURANCE COMPANY		712.44
VENDOR CODE: THOELE THOMPSON ELEVATOR		
BANK CODE: 40208		
23--2412	5 ELEVATOR CODE INSPECTIONS/ 3 CERTIFIC	226.00
23-2323	7 ELEVATOR CODE INSPECTIONS/ 5 CERTIFICA	322.00
TOTAL BANK CODE: 40208		548.00
TOTAL VENDOR THOELE THOMPSON ELEVATOR		548.00
VENDOR CODE: TRANSUNION TRANSUNION		
BANK CODE: 40208		
484442-202310-1	OCTOBER 2023	274.40
TOTAL BANK CODE: 40208		274.40
TOTAL VENDOR TRANSUNION TRANSUNION		274.40
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5602522-0	OFFICE SUPPLIES- 3 HOLE PUNCH	23.00
5600792-0	OFFICE SUPPLIES- MONTHLY DESK PAD	75.50
5598904-0	OFFICE SUPPLIES- HDMI CABLE/ USB FLASH D	117.06
5591748-0	OFFICE SUPPLIES- TONER	458.07

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CUSTOM INVOICE REPORT FOR VILLAGE OF LAKE VILLA
EXP CHECK RUN DATES 10/17/2023 - 11/06/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		673.63
TOTAL VENDOR WARDIR WAREHOUSE DIRECT		673.63
VENDOR CODE: XYLWAT XYLEM WATER SOLUTIONS		
BANK CODE: 40208		
3556C94245	CABLE/ GROMMET	5,116.00
TOTAL BANK CODE: 40208		5,116.00
TOTAL VENDOR XYLWAT XYLEM WATER SOLUTIONS		5,116.00
GRAND TOTAL:		616,093.72

10/13/23
10/18/23
10/23/23
10/26/23
10/30/23

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-11-01

AN ORDINANCE GRANTING PRELIMINARY PLANNED DEVELOPMENT APPROVAL
FOR AN AMENDED CONDITIONAL USE PERMIT
FOR A MIXED USE PLANNED DEVELOPMENT
FOR LAKE TOWER CROSSING, PHASE 3,
(AS PROVIDED BY ORDINANCE NO. 2020-07-07),
AND PRELIMINARY APPROVAL FOR A CONDITIONAL USE PERMIT FOR A
DUNKIN DRIVE-THROUGH RESTAURANT AND ADDITIONAL RETAIL SPACE
AT 800 TOWER DRIVE

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE

VILLAGE OF LAKE VILLA, ILLINOIS

THIS 6th DAY OF NOVEMBER, 2023.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,
Lake County, Illinois, this 6th day of November, 2023.

ORDINANCE NO. 2023-11-01

AN ORDINANCE GRANTING PRELIMINARY PLANNED DEVELOPMENT APPROVAL
FOR AN AMENDED CONDITIONAL USE PERMIT
FOR A MIXED USE PLANNED DEVELOPMENT
FOR LAKE TOWER CROSSING, PHASE 3,
(AS PROVIDED BY ORDINANCE NO. 2020-07-07),
AND PRELIMINARY APPROVAL FOR A CONDITIONAL USE PERMIT FOR A
DUNKIN DRIVE-THROUGH RESTAURANT AND ADDITIONAL RETAIL SPACE
AT 800 TOWER DRIVE

WHEREAS, the Village of Lake Villa (the “Village”) has received an application from the Petitioner, JSN Network, Inc. requesting preliminary planned development approval of an amended Conditional Use Permit and preliminary approval for an additional Conditional Use Permit for a combination sit-down and drive-through Dunkin restaurant (sometimes referred to herein as the “Project” or as the “Dunkin Parcel CUP”) for the property commonly known as 800 Tower Drive, Lake Villa, IL 60046 (P.I.N. 02-28-201-179), a .81-acre parcel which parcel is hereinafter referred to as the “Dunkin Parcel”; and

WHEREAS, for the purpose of this Ordinance and the additional Conditional Use Permit which is herein granted preliminary approval, the term “Petitioner” shall mean not only JSN Network, Inc. but also the successors and/or assigns of JSN Network, Inc.; and

WHEREAS, C&T Fox Trot, LLC is the owner of the Dunkin Parcel and JSN Network, Inc. is the contract purchaser and the proposed developer of the Dunkin Parcel; and

WHEREAS, the Dunkin Parcel is located within the corporate limits of the Village of Lake Villa, is under single ownership and/or unified control by the Petitioner, is generally located at the Southwest corner of Grass Lake Road and Tower Drive, is commonly known as 800 Tower Drive, consists of approximately .81 acres, more or less, and is zoned and classified as part of the Village’s SB (Suburban Business) Zoning District; and

WHEREAS, the Petitioner is requesting the Village's preliminary planned development approval to amend the existing Conditional Use Permit as previously amended by Ordinance No. 2020-07-07 and preliminary approval of a Conditional Use for a combination sit-down and drive-through Dunkin restaurant, for the Dunkin Parcel to authorize and permit the construction, operation and maintenance of an approximately 3,900 square foot single-story commercial building which is proposed to and shall include a Dunkin restaurant of approximately 2,100 square feet which would also include a single-lane drive-through facility as well as additional commercial and/or retail tenant space of approximately 1,800 square feet within the same building, with parking for motor vehicles; and

WHEREAS, the Petitioner's Application was referred to the Village's Plan Commission, and the Plan Commission held a public hearing on October 19, 2023, at 7:00 p.m. pursuant to notice 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 mailed and posted notices were also provided as required by law; and

WHEREAS, the Plan Commission has issued its recommendation to the Mayor and Board of Trustees on these matters and recommended preliminary planned development approval of an amended Conditional Use Permit for a Mixed Use Planned Development (as previously approved by Ordinance No. 2020-07-07, hereinafter sometimes referred to as the "Mixed Use Planned Development") and preliminary approval of an additional Conditional Use Permit for the Lake Tower Crossing PUD-Phase 3, i.e., the Dunkin Parcel CUP as granted herein; and

WHEREAS, as part of its Recommendation, the Village of Lake Villa Plan Commission made the following findings of fact which are hereby adopted by the Corporate Authorities of the Village:

1. The proposed additional Conditional Use Permit for the Dunkin Parcel is consistent with the particular physical surroundings of the Dunkin Parcel, the properties in the general vicinity thereof, and the historical use of the Dunkin Parcel, and that the granting of certain relief from the Village's Zoning Regulations will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Dunkin Parcel, and that such additional Conditional

Use Permit and exceptions requested by the Petitioner are consistent with the general purpose and intent of the Lake Villa Zoning Regulations.

2. The proposed additional Conditional Use Permit for the Dunkin Parcel of the Lake Tower Crossing PUD-Phase 3 is consistent with the objectives of the Village's Comprehensive Plan.
3. The proposed additional Conditional Use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.
4. The proposed additional Conditional Use will not significantly diminish the safety, use and enjoyment of surrounding property.
5. The proposed additional Conditional Use will be adequately served by essential public facilities and services such as streets, police and fire service, drainage, and refuse disposal, or such services will be provided by the Petitioner at the Petitioner's sole expense.
6. The proposed additional Conditional Use will not create excessive additional requirements at public expense for public facilities and service and will not be detrimental to the economic welfare of the community.
7. The proposed additional Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
8. The proposed additional Conditional Use will provide vehicular access to the Dunkin Parcel designed so that such use does not create any interference with traffic on surrounding public thoroughfares.
9. The proposed additional Conditional Use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.
10. The proposed additional Conditional Use complies with all additional regulations in this Ordinance specific to the Conditional Use Permit requested.
11. The proposed additional Conditional Use will be consistent with the existing uses on and the existing zoning of nearby properties.
12. Property values will not be diminished by the particular zoning restrictions at issue or by granting of the proposed additional Conditional Use.
13. The property values of the Petitioner will not be diminished by the requested additional Conditional Use and will promote the general health, safety, and welfare.
14. There will be a gain to the public as a result of the establishment of the proposed additional Conditional Use, and there will be no hardship imposed upon the Petitioner.
15. The Dunkin Parcel is suitable for the establishment of the proposed additional Conditional Use.

16. The Village has undertaken its planning and land use regulations with great care.
 17. There is evidence of community need for the uses which are the subject of the additional Conditional Use requested by the Petitioners.
 18. The Mixed Use Planned Development, as proposed to be amended, will be consistent with the intent and purpose of the Lake Villa Zoning Regulations.
 19. The Mixed Use Planned Development, as proposed to be amended, will be generally compatible with the character of the SB Zoning District and neighborhood in which it will be located.
 20. The Mixed Use Planned Development, as proposed to be amended, is consistent with the Village's Official Comprehensive Plan.
 21. The Mixed Use Planned Development, as proposed to be amended, will preserve the value of the surrounding residential area and must be compatible with surrounding land uses.
 22. The Dunkin Parcel has no topographical, environmentally sensitive, or historical features which require preservation.
- ; and

WHEREAS, the term "additional Conditional Use", as used herein shall mean and refer to the process of transforming the vacant Dunkin Parcel from the state in which it exists at the effective date of this Ordinance, into the Dunkin Parcel CUP to authorize the Project which will be part of the Lake Tower Crossing PUD-Phase 3. The term "additional Conditional Use" shall be broadly construed and shall include but not be limited to the following portions of the process: the preliminary approval of an additional Conditional Use for the Lake Tower Crossing PUD-Phase 3 and the related amendments to the Conditional Use Permit authorized by Village of Lake Villa Ordinance No. 2020-07-07 for the purpose of authorizing the Petitioner or its successors and assigns to construct, maintain, and operate in good condition the Project to be constructed on the Dunkin Parcel and to establish, operate and maintain those conditional uses as herein approved; and

WHEREAS, the Corporate Authorities of the Village have determined that the requested additional Conditional Use Permit for the Lake Tower Crossing PUD-Phase 3 is consistent with the particular physical surroundings of the Dunkin Parcel and will not be detrimental to the public welfare

or injurious to other property owners in the vicinity of the Dunkin Parcel, and that such additional Conditional Use Permit, i.e., the Dunkin Parcel CUP to authorize the Project, and any requested exceptions are consistent with the general purpose and intent of the Zoning Regulations; and

WHEREAS, the Mayor and Board of Trustees have also considered each of the standards for preliminary approval of a Planned Development and hereby finds that each applicable standard will be met; and

WHEREAS, the Dunkin Parcel is part of and subject to an existing Mixed Use Planned Development, and therefore, the following criteria were also considered by the Plan Commission and Board of Trustees in the granting preliminary approval of the proposed additional Conditional Use Permit for a Planned Development for the Lake Tower Crossing PUD-Phase 3, i.e., Dunkin Parcel CUP as herein granted:

- (1) The Mixed Use Planned Development, as it will be amended, will be consistent with the intent and purpose of the Lake Villa Zoning Regulation;
 - (2) The Mixed Use Planned Development, as it will be amended, will be generally compatible with the character of the SB Zoning District and neighborhood in which it will be located;
 - (3) The Mixed Use Planned Development, as it will be amended, is consistent with the Village's Official Comprehensive Plan;
 - (4) The Mixed Use Planned Development, as it will be amended, will preserve the value of the surrounding residential area and must be compatible with surrounding land uses;
 - (5) The Dunkin Parcel has no topographical, environmentally sensitive, or historical features which require preservation;
- ; and

WHEREAS, the general and specific requirements for an additional Conditional Use Permit for the Lake Tower Crossing PUD-Phase 3, i.e., Dunkin Parcel CUP to authorize the Project, and the specific uses as part thereof when approved in final form; and

WHEREAS, all applicable conditions of the Village's Zoning Regulations will be satisfied by the proposed additional Conditional Use Permit:

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

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

SECTION 2: The Corporate Authorities of the Village hereby acknowledge their receipt of and hereby approve the Report and Recommendation of the Plan Commission of the Village relative to this matter, subject to the express terms and conditions of this Ordinance.

SECTION 3: ORDINANCES PREVIOUSLY GRANTING AND/OR AMENDING CONDITIONAL USE PERMITS. Ordinances were previously approved by the Village for the Lake Tower Crossing Mixed Used Planned Development, which development consisted of several parcels identified by the following permanent index numbers, one of which parcels is the Dunkin Parcel which is the subject of this Ordinance: P.I.N.s 02-28-201-174, 02-28-210-003, 02-28-201-178, 02-28-201-175, and 02-28-201-176 (which parcels are sometimes collectively referred to herein as the “Property”), and specifically, such Ordinances are identified as follows:

- (1) Village of Lake Villa Ordinance No. 2005-04-04, which granted the Existing Conditional Use for a Planned Unit Development for the entire Lake Tower Crossing Planned Development;
- (2) Village of Lake Villa Ordinance No. 2007-02-03, which amended the Existing Conditional Use to authorize the establishment of a combination sit-down and drive-through Dunkin restaurant on Lot 2 in the Lake Tower Crossing Planned Unit Development;
- (3) Village of Lake Villa Ordinance No. 2007-02-04, which also amended the Existing Conditional Use to authorize the resubdivision of Lots 4 and 5 in the Lake Tower Crossing Planned Unit Development as Lots 1 and 2 in the Community Trust Credit Union Resubdivision, and the establishment of a use for a financial institution, i.e., the Community Trust Credit Union, on Lot 1 in the Community Trust Credit Union Resubdivision (the “Credit Union Lot”). (The Credit Union Lot was neither the subject of nor affected by Ordinance No. 2020-07-07 as set forth below and, therefore, Ordinance No. 2007-02-04 remains unaffected by this Ordinance.); and
- (4) Village of Lake Villa Ordinance No. 2020-07-07, which granted further amendments to the Lake Tower Crossing Planned Unit Development.

Except as otherwise amended herein, the aforesaid Ordinances shall remain in full force and effect.

SECTION 4: ADDITIONAL CONDITIONAL USE PERMIT GRANTED PRELIMINARY

APPROVAL AND FURTHER AMENDMENTS TO THE EXISTING MIXED USE PLANNED DEVELOPMENT, SUBJECT TO CONDITIONS.

Preliminary approval of an additional Conditional Use Permit is hereby granted to the Petitioner and its successors and/or assigns for the Dunkin Parcel commonly referred to as 800 Tower Drive to authorize the construction, operation and maintenance in good condition of an approximately 3,900 square foot single-story commercial building which is proposed to include a combination sit-down and drive-through Dunkin restaurant of approximately 2,100 square feet as well as additional commercial and/or retail tenant space of approximately 1,800 square feet, with parking for motor vehicles (hereinafter sometimes collectively referred to as the - “Project” or as the “Dunkin Parcel CUP” or as the “additional Conditional Use Permit”), all subject to the timely and continued substantial compliance by the Petitioner and by its successors and assigns with the 2023 Preliminary Plans (Group Exhibit B) which are attached hereto and thereby made a part hereof, and all subject to the timely and continued compliance by the Petitioner and by its successors and assigns with the terms, conditions, and restrictions as set forth herein, as follows:

- (A) Uses Permitted: The uses which may be permitted to be established, operated and maintained on the Dunkin Parcel shall be:
1. The construction, operation and maintenance in good condition of an approximately 3,900 square foot single-story commercial building which is proposed to include a combination sit-down and drive-through Dunkin restaurant of approximately 2,100 square feet, as well as additional commercial and/or retail tenant space of approximately 1,800 square feet within the same building, with parking for motor vehicles (hereinafter collectively referred to as the “Project” or as the ”Dunkin Parcel CUP” or the “additional Conditional Use Permit”), which shall be constructed in general compliance with the plans therefor which are attached hereto as 2023 Group Exhibit B and thereby made a part hereof (hereinafter sometimes referred to as the “2023 Preliminary Plans”).
 2. Those uses which are permitted by right from time to time in the Lake Villa SB Zoning District.

SECTION 5: CONDITIONS PRECEDENT.

The additional Conditional Use Permit herein proposed to be granted to the Petitioner and its successors and/or assigns for the Dunkin Parcel shall be

subject to the timely and continued compliance by the Petitioner and by its successors and assigns with this Ordinance and implementation of the 2023 Preliminary Plans (Group Exhibit B) which are attached hereto and thereby made a part hereof and shall be subject to final planned development approval by a separate ordinance, and all subject to the timely and continued compliance by the Petitioner and by its successors and assigns with the terms, conditions, and restrictions as set forth herein:

- (A) Compliance with Applicable Laws: The additional Conditional Use Permit herein proposed to be granted shall be subject to, and the Petitioner and its successors and assigns shall be required to comply with: (i) the applicable provisions of the Lake Villa Zoning Regulations, the Lake Villa Subdivision Regulations, and the Lake Villa Village Code; and (ii) the Lake County Watershed Development Ordinance as adopted by the Village of Lake Villa, as well as all applicable laws and regulations of the State of Illinois and all other applicable local, County, State, and federal laws and regulations, which are not inconsistent with this Ordinance and Village approvals given in connection with this Ordinance.
- (B) Vehicular Access to the Dunkin Parcel; Parking:
 - 1. Vehicular Access: Ingress and egress by vehicles to and from the Project on the Dunkin Parcel shall be restricted to that shown on the 2023 Preliminary Plans attached hereto as part of Group Exhibit B, but the access to and from Deep Lake Road and Grass Lake Road shall be subject to approval by the Lake County Division of Transportation (“LCDOT”), provided, however, any changes to the approved ingress and egress may be approved administratively by the Village Administrator, or his designee, to accommodate comments received from or modifications approved by LCDOT.
 - 2. Parking: Parking for the Project shall be provided as shown on the 2023 Preliminary Plans.
- (C) Refuse Enclosures: Refuse enclosures which shall be constructed on the Dunkin Parcel as well as on the respective areas of the Lake Tower Crossing Mixed Use Development as a whole shall be constructed of wood or other approved material compatible with the approved architecture of the buildings, in substantial compliance with plans therefor and at locations which shall be approved in advance in writing by the Village Administrator, or his designee.
- (D) Street Lights: Prior to the issuance of any final occupancy permit for the Project, the Petitioner or its successors and/or assigns shall, at the sole cost and expense of the Petitioner and its successors and/or assigns, install and maintain in good condition street lights on Tower Drive in the Village right-of-way in substantial compliance with the plans therefor which are attached to and made part of Ordinance No. 2020-07-07.
- (E) Signage and Site Lighting:

1. An exception shall be granted to the Petitioner and to its successors and assigns to allow three (3) signs for the primary business on the Dunkin Parcel. Signage on the Dunkin Parcel shall be installed in compliance with the Master Sign Plan which is attached hereto as part of Group Exhibit B, provided, however, administrative amendments to which Master Sign Plan may be authorized, subject to the prior written approval by the Village Administrator, or his designee, but only on the condition that any proposed amendments shall provide consistency among tenants and architectural compatibility with the commercial building to be constructed on the Dunkin Parcel as determined by and approved in writing in advance by said Village Administrator, or his designee, and/or by the Village's architectural consultant.
2. Lighting shall be installed on the Dunkin Parcel in general compliance with the Photometric Plan attached hereto as part of Group Exhibit B, and shall be subject to final approval by the Village Administrator, or his designee.
3. Except as otherwise provided herein, any exception to or variation from any of the conditions of this Ordinance shall require an amendment to this Ordinance.
4. An exception shall also be granted to the Petitioner and to its successors and assigns from the Village of Lake Villa Zoning Regulations relative to Section 10-6D-3(G)(8) for off-premises signage relative to those uses which will share sign space on the Lake Tower Crossing sign as depicted on Exhibit B-25 attached to Ordinance No. 2020-07-07, including the Community Trust Credit Union.

(F) Fire Protection: The Petitioner or its successors and assigns shall provide complete fire suppression for the building proposed to be constructed on the Dunkin Parcel in substantial compliance with the 2023 Preliminary Plans which are attached hereto as Group Exhibit B.

(G) Detention Basin:

1. The detention basin which shall be constructed by the Petitioner or by its successors and assigns to serve both the Dunkin Parcel and the Lake Tower Crossing Planned Development as a whole shall be designed with underdrains to minimize standing water and shall be planted with native vegetation, and maintained in good operating condition, all at the sole cost and expense of the Petitioner and its successors and assigns.
2. Prior to the issuance of any occupancy permit for the Dunkin Parcel, the Petitioner or its successors and assigns shall have a management plan for said detention basin prepared by a qualified consultant and then approved by the Village's Stormwater Consultant, and the Petitioner and its successors and assigns shall be required to promptly implement and follow said management plan consistently thereafter.

(H) Water, Storm Sewer, and Sanitary Sewer Service Connections: Subject to the other provisions of this Ordinance, the Petitioner or its successors and assigns, at their sole cost and expense, will be permitted to extend the Village's water supply system to the Dunkin Parcel and to the entire Property and to connect the new building proposed to be constructed on the Dunkin Parcel and any new buildings to be constructed for the Mixed Use Planned Development on the Property as authorized by Ordinance No. 2020-07-07, as amended, to the Village's municipal potable water distribution system, storm sewers, and sanitary sewer system (hereinafter

sometimes referred to as the “public municipal facilities”) at location(s) approved in advance in writing by the Village Administrator, all pursuant to and in accordance with the applicable provisions of the Village of Lake Villa Village Code, in general compliance with the 2023 Preliminary Plans attached hereto and made a part hereof as Group Exhibit B, in compliance with the relevant Approved Plans attached to Ordinance No. 2020-07-07, and in substantial compliance with final engineering plans and specifications which shall be submitted to and approved in advance, in writing, by the Village Administrator, or his designee, by the Village Engineers, and by the Village’s Stormwater Management Consultant. The Petitioner or its successors and assigns shall also extend the Village’s sanitary sewer to the Property at the sole cost and expense of the Petitioner or its successors and assigns, and shall pay all required permit fee(s) and/or connection (tap-on) charge(s) as required by the applicable provisions of the Lake Villa Village Code from time to time, at the time of each such extension and connection. The Petitioner or its successors and assigns shall also be obligated to pay such other connection charges and/or tap-on fees as may be payable to other applicable governmental jurisdictions, including but not limited to those respectively payable to and required from time to time by Lake County and the Central Lake County JAWA, prior to commencing construction on such respective connection(s).

- (I) Easements: The Property, which includes the Dunkin Parcel, shall be subject to such blanket water, sanitary sewer, storm sewer, drainage, access and maintenance easements in favor of the Village, all of which shall be approved in writing in advance by the Village Administrator, or his designee, and the location of such blanket easements shall be approved by the Village Engineers and the Village Board, and thereafter recorded, and the language of such blanket easements shall be approved by the Village Attorney prior to the execution and recording of said documents. Such easements shall be designated as “Village Easements,” and shall be further designated for purposes as appropriate in each case, and such easements are to be kept free of shrubbery, fences and all other structures, except as may be approved by the Village Administrator, or by his designee.
- (J) Landscaping, Tree Preservation, and Fencing:
1. All landscaping to be installed on the Dunkin Parcel shall comply with the approved final Landscape Plan and in general compliance with the 2023 Preliminary Plans which shall comply with the landscape standards of the Lake Villa Village Code. Any minor changes to the approved final Landscape Plan may be approved by the Village Administrator, and major changes in the approved final Landscape Plan shall be approved by the Village Board but no further hearing before the Plan Commission shall be required for any such change(s), if approved in advance in writing by the Village Board by Ordinance providing for the final planned development approval for the Dunkin Parcel.
 2. The Petitioner or its successors and/or assigns shall be required to install a landscape buffer five (5) feet in height on the Property which is required pursuant to Ordinance No. 2020-07-07 along the north side of the Credit Union property, as well as install a five (5) foot high solid board-on-board fence the length of the Credit Union drive-thru island, the plan for which shall be submitted to and approved in advance, in writing, by the Village Administrator, or his designee.

3. All planting of trees, shrubs, ground cover, perennials, sod, and other vegetation shall be performed at an appropriate time of year.

(K) Engineering Plans and Specifications:

1. As a condition precedent to the Village's final approval of the proposed additional Conditional Use Permit, prior to the commencement of any construction on the Dunkin Parcel, the final engineering plans for the entire Mixed Use Planned Development which is the subject of Ordinance No. 2020-07-07 (hereinafter sometimes referred to as the "Mixed Use Planned Development"), including stormwater management improvements consistent with the Lake County Watershed Development Ordinance as adopted by the Village, shall be subject to Village review and written approval by the Mayor or by the Village Administrator, as the Mayor's designee, by the Village Engineers and by the Village's Stormwater Consultant, all prior to the Village's issuance of any permit for the "Lake Tower Crossing PUD-Phase 3.1-Dunkin Parcel CUP" and shall reflect compliance with any modifications required by this Ordinance or by any of such approvals.
2. Prior to the issuance of any permit for the proposed construction on the Dunkin Parcel and/or any further permit for the entire Mixed Use Planned Development, the Petitioner or its successors and assigns shall secure the modification of the Stormwater Detention Easement shown on the Final Plat for the Lake Tower Crossing Planned Unit Development, Phase 2, which was recorded of May 1, 2008 as Document No. 6340408 to accommodate the Detention Area proposed on the Southerly portion of Lot A.
3. Prior to the commencement of any site excavation on the Dunkin Parcel:
 - (a) final engineering plans and specifications for the entire Mixed Use Planned Development, including but not limited to specifications for site grading, soil erosion and sedimentation control, storm drainage, driveways, parking areas, signage, and lighting, all in compliance with all applicable ordinances of the Village (including but not limited to this Ordinance) shall be submitted to and approved in writing in advance by the Mayor or by the Village Administrator, as the Mayor's designee, including but not limited to topographic information to indicate drainage contours and existing storm sewers; and
 - (b) the Petitioner or its successors and assigns shall also have obtained all of the respective permits and approvals required for the proposed improvements for the entire Mixed Use Planned Development as required by all applicable ordinances of the Village.
4. Sidewalks shall be installed by the Petitioner or by its successors and assigns, at their sole cost and expense, all as shown on and in compliance with Exhibit 2 of Group Exhibit B (the 2023 Approved Plans). Any sidewalks on, adjacent to, or connected to the Dunkin Parcel, shall be installed and thereafter maintained by the Petitioner or by its successors and/or assigns in good condition at their sole cost and expense.
5. Except as expressly provided herein, relative to the Dunkin Parcel and to the entire Mixed Use Planned Development, the Petitioner and its successors and assigns shall fully

comply in a timely manner with the review comments received from the Village's consultants.

(L) Underground Utilities: All utilities, including, without limitation, electric, telephone, gas and cable TV lines hereafter installed as part of the proposed additional Conditional Use Permit and/or as part of the entire Mixed Use Planned Development shall be installed and maintained underground in public rights-of-way or in easements provided for those purposes. All care should be taken by the Petitioner and by its successors and assigns to avoid disturbing or damage to trees of good health and good quality which are to be preserved to the extent possible when any utilities are being installed. If the Village Administrator, or his designee, determines that it is not feasible for any utilities or their appurtenant equipment to be located underground, the Petitioner or its successors and assigns shall present a screening plan for such above-ground utilities and their appurtenant equipment and a proposed screening location for the review and approval of the Village Administrator, or his designee, prior to the installation of such utilities, and the Petitioner, its successors and/or assigns shall install and thereafter maintain in good condition such approved screening.

(M) Vacation of a Portion of Tower Drive:

1. Approval of Vacation Ordinance and Plat: The Village has already approved a Vacation Ordinance and related Plat of Vacation, vacating certain portions of Tower Drive. The Village and the Community Trust Credit Union will retain an easement of access over the vacated portions of Tower Drive, and the Village will continue to snowplow the vacated right-of-way at the Village's expense. All maintenance of the vacated right-of-way shall be at the sole expense of the Petitioner and at the sole expense of its successors and assigns. Notwithstanding anything in this Ordinance to the contrary, if requested by the Village in writing, the Petitioner, for itself and for its successors and assigns, hereby agrees to and shall convey to the Village by quit claim deed the west one-half of said vacated right-of-way of Tower Drive which is adjacent to the Dunkin Parcel, which conveyance shall be accomplished within forty-five (45) days after such a written request by the Village is sent to the Petitioner and/or to the Petitioner's successor(s) and assign(s).
2. Road Repair: As consideration for the vacation of a portion of Tower Drive as aforesaid, and as an express condition of the preliminary approvals contained in this Ordinance and in any Ordinance granting final approval of the additional Conditional Use, the Petitioner, for itself and for its successors and assigns, agrees to limit construction traffic on Tower Drive to the greatest extent possible, which shall be accomplished by the Petitioner or by its successors and assigns in a manner mutually agreed upon by the Village and the Petitioner or by its successors and assigns from time to time, and the Petitioner, for itself and for its successors and assigns, agrees to and shall make such road repairs and curb replacement to both the vacated and non-vacated portions of Tower Drive or so much thereof as the Village Administrator finds to be necessary, all as determined and directed by the Village Administrator after consulting with the Village Engineer, at the sole cost and expense of the Petitioner or its successors and assigns within a time frame as determined by the Village Administrator, but in any event, not later than before the issuance of any final occupancy permit for the Project. Any such required road repairs shall include curb replacement and saw-cut full depth rolled asphalt road repairs as necessary (not cold patch), all as determined by the Village Administrator.

(N) Security for Certain Improvements:

1. Prior to the issuance of any site development permit or other permit for the proposed additional Conditional Use, the Petitioner or its successors and assigns shall be required to cause an irrevocable letter of credit to be established in the Village's favor and provided to the Village in such amount as determined by the Village Engineer, or his designee, and such letter of credit shall be in such form as approved by the Village Attorney to assure that adequate funds will be available to the Village to complete the required improvements, if any, if the Petitioner or its successors and assigns shall fail to do so. The amount of such letter of credit, if any, may be reduced from time to time for improvements completed to date; provided, however, that each reduction shall be approved in writing in advance by the Village Board, or by their designee, and in no event shall such letter of credit be reduced below that amount required to complete all remaining work on improvements within or related directly or indirectly to the proposed additional Conditional Use for the Dunkin Parcel and to provide the required reserve for contingencies as described in such letter of credit. Public improvements for the purposes of this Ordinance shall not only include improvements which will be owned by and/or dedicated to the Village, but also the repair and repaving of Tower Drive, and landscaping required pursuant to the approved final Landscape Plan, any other improvements which are required to comply with all applicable ordinances of the Village, and also all required erosion control and stormwater management improvements as required by the applicable ordinances of the Village and by the Lake County Watershed Development Ordinance.
2. The amount of the letter of credit shall be an amount determined by the Village Engineer to be approximately equal in the aggregate to one hundred twenty-five percent (125%) of the estimated cost of the required improvements which must be completed by the Petitioner or by its successors and assigns within two (2) years, as well as the cost of the maintenance thereof. The letter of credit shall include sums sufficient to construct all "required improvements" which shall include but not be limited to any required improvements to the Village's sanitary sewer system, the storm water system, potable water distribution system, street improvements, lighting, landscaping, and any other required improvements as described in this Ordinance, all as generally depicted on the 2023 Preliminary Plans. The letter of credit shall also include amounts for the costs of completion and maintenance of the required improvements, including amounts for inflation and contingencies, until such required improvements are approved and/or accepted by the Village.
3. Such letter of credit shall provide, among other things, that any part or all of the funds available pursuant to the letter of credit may, at the sole discretion of the Village, be drawn by the Village at any time or times provided that it shall have first determined that the Petitioner or its successors and assigns has defaulted in any of their obligations hereunder or that the Petitioner or its successors and assigns has failed to complete any of the improvements secured thereunder within the time specified.
4. In addition to the funds available pursuant to the letter of credit, the Petitioner and by its successors and assigns shall remain obligated to maintain in good condition, replace and

repair all improvements required and/or authorized by this Ordinance in order that the requirements of this Ordinance and all ordinances of the Village are fully complied with.

- (O) Escrow for Village Costs and Expenses: The Petitioner and its successors and assigns shall be required to establish a cash escrow account held by the Village Treasurer in such amount(s) as determined by the Village Administrator from time to time to provide for the reimbursement to the Village for all staff and outside consultants' time required to review and approve any aspect of the development of the Dunkin Parcel, and any related documents or approvals, including engineering plans and specifications and inspections thereof. Charges will be made to the account for actual time spent by various staff members and/or for reasonable charges invoiced to the Village by the Village's outside consultants in connection with such reviews, approvals and inspections. If such an account becomes substantially depleted during the pendency of this matter, the Petitioner or its successors and assigns shall be required to make additional deposits from time to time in such amounts as determined by the Village Administrator to cover future expenses. Funds deposited into such escrow account, which remain after the development of the Dunkin Parcel is completed and closed out, shall be refunded to the Petitioner or to its successors and assigns after all outstanding invoices have been paid.
- (P) General Conditions: The Village's grant of the proposed additional Conditional Use Permit for the Dunkin Parcel shall be and is hereby expressly subject to the timely and continued compliance by the Petitioner, and its successor(s) and/or assign(s), with the terms, conditions, and restrictions of this Ordinance, any Ordinance granting final approval of the requested additional Conditional Use for the Dunkin Parcel, and all applicable provisions of the Lake Villa Building Regulations and the other related provisions of the Lake Villa Zoning Regulations and/or the Lake Villa Village Code, as each may be amended from time to time, and all applicable Federal and State laws.
- (Q) Specific Conditions of Approval:
1. The Petitioner, and its successor(s) and assign(s), shall be required to establish, operate and maintain the proposed additional Conditional Use Permit as approved in final form for the Dunkin Parcel in good repair and proper operating condition and in compliance with the applicable provisions of the Lake Villa Zoning Regulations, the Lake Villa Village Code, and this Ordinance; and
 2. Neither the proposed additional Conditional Use Permit for the Dunkin Parcel, nor any part thereof, shall be operated or maintained in such a manner so as to have a substantial adverse impact on residents or properties in the vicinity thereof, and the Petitioner or its successors and assigns shall take all necessary steps to prevent and/or remedy any such adverse impacts; and
 3. Village's Right to Suspend or Revoke Conditional Use Permit: Notwithstanding anything contained in this Ordinance to the contrary, if, at any time, the Mayor and Board of Trustees of the Village finds that the proposed additional Conditional Use Permit for the Dunkin Parcel, or any part thereof, has or have caused, is causing, or has or is contributing to any substantial adverse impact(s) on the surrounding area and/or to residents and/or properties in the vicinity, or on the public health and safety, and/or that the Petitioner and/or any of its successor(s) and/or assign(s) has violated any terms or

conditions of the Ordinance granting final approval for the additional Conditional Use, Ordinance No. 2020-07-07 as amended, and/or any applicable provisions of the Lake Villa Village Code and/or the Lake Villa Zoning Regulations in the establishment, operation, and/or maintenance of the proposed additional Conditional Use Permit for the Dunkin Parcel, the Petitioner and/or its successor(s) and/or assign(s) shall be sent written notice of said findings via Certified Mail, return receipt requested, advising the Petitioner or its successors and assigns that the Petitioner or its successors and assigns is required to bring the Dunkin Parcel and the entire Property, and/or the use thereof, into compliance with this Ordinance, the Ordinance granting final approval for the additional Conditional Use for the Dunkin Parcel, any other applicable Village ordinances, and any and all applicable provisions of the Lake Villa Village Code and the Lake Villa Zoning Regulations, within thirty (30) days from the date of said notice, and the Petitioner or its successors and assigns may also request a hearing on such a request before the Mayor and Board of Trustees of the Village, or before the Village Administrator as their designee. If the Petitioner or its successors and assigns fails to bring the Dunkin Parcel and the entire Property into such compliance, the Mayor and Board of Trustees of the Village, or the Village Administrator, as their designee, may suspend or revoke said additional Conditional Use Permit as may be granted by the Village pursuant to a subsequent Ordinance granting final approval for the proposed additional Conditional Use Permit, after such thirty (30) days written notice has been sent to the Petitioner and to its successor(s) and assign(s), and after an opportunity to be heard by the Mayor and Board of Trustees or the Village Administrator as their designee has been given to the Petitioner and/or its successor(s) and/or assign(s) within said thirty (30) day period; and

4. The proposed additional Conditional Use and other uses and activities which may be authorized on the Dunkin Parcel and/or on the entire Property by separate Ordinance of the Village shall comply with all applicable County, State and Federal laws and regulations as same may exist from time to time in connection with the proposed additional Conditional Use.
5. Before commencement of any construction on the Subject Property, the Petitioner or its successors and/or assigns shall be required to secure all required permits and approvals from the LCDOT to authorize the construction of a sidewalk in the Grass Lake Road right-of-way adjacent to the Subject Property, which sidewalk shall be constructed and completed by the Petitioner or by its successors and assigns at its sole cost and expense of the Petitioner or its successors and/or assigns before an occupancy permit is issued for the Dunkin restaurant on the Dunkin Parcel.

(R) Approved Plans: The entire Property shall be improved, operated, and maintained in good condition in substantial compliance with Ordinance No. 2020-07-07, except as modified by an Ordinance granting final approval for the proposed additional Conditional Use for the Dunkin Parcel, and the additional Conditional Use for the Dunkin Parcel shall be established, operated, and thereafter maintained in good condition in general compliance with the 2023 Preliminary Plans (Group Exhibit B), provided however, to the extent that any exhibits attached to this Ordinance and/or attached to Ordinance No. 2020-07-07 are inconsistent or are in any way in conflict, the plans most recently approved by the Village Administrator, or his designee, or by an amendment to this Ordinance approved by ordinance of the Corporate Authorities of this Village, shall control and govern, provided, however, the approval of the Exhibits attached to

this Ordinance as herein provided shall not constitute final approval for the purposes of issuance of building permits or WDO permits or for any other Village permits or approvals.

- (S) No Variations or Waivers Implied: Nothing contained in this Ordinance shall imply or be construed as approving or granting any variation, waiver, or exception from any provisions of the Village of Lake Villa Zoning Regulations or the Lake Villa Village Code, or from the provisions of any other ordinances of the Village, except as expressly provided herein.

SECTION 6. MISCELLANEOUS PROVISIONS.

- (A) Binding Effect: The provisions of this Ordinance, including, without limitation, the proposed additional Conditional Use Permit herein granted preliminary approval, and all obligations, conditions, restrictions, limitations and rights related thereto, shall be binding upon and specific to the Petitioner and its successors and assigns and to any corporation or LLC controlled by the Petitioner and its successors and assigns and binding upon any and all portions of the Dunkin Parcel. The benefits, burdens, rights, and obligations of the Petitioner and/or its successors and assigns under this Ordinance may be transferred in their entirety upon the conveyance of the title of the Dunkin Parcel to the new owner(s) of the Dunkin Parcel and/or by a party's written acceptance of the terms and conditions of this Ordinance, provided, however, all benefits, burdens, rights, and obligations of the Petitioner and of its successors and assigns under this Ordinance shall run with the title to the Dunkin Parcel and shall be binding upon the Petitioner and its successors and assigns. All obligations, conditions, restrictions, and limitations of the related to the Dunkin Parcel shall be jointly and severally binding upon, and inure to the benefit of the Petitioner and its successors and/or assigns and on the owner(s) of the Dunkin Parcel, and shall specifically be enforceable by the Village of Lake Villa against any and all of those parties.
- (B) Reimbursement to the Village for Out-of-Pocket Expenses: The Petitioner and its successors and assigns shall fully reimburse the Village for any out-of-pocket expenses incurred to date relative to the review by the Village and/or its consultants of any submittals provided by the Petitioner or by its successors and assigns with regard to the Dunkin Parcel and/or improvement(s) required related to Lake Tower Crossing Phase 3, this Ordinance and any related expenses, including but not limited to any engineering and/or legal fees. The Petitioner or its successors and assigns shall also reimburse the Village for any additional out-of-pocket expenses hereafter incurred by the Village relative to this Ordinance and/or the uses herein authorized within thirty (30) days after being invoiced by the Village for same. Such reimbursement to the Village shall also include but not be limited to any out-of-pocket expenses incurred by the Village for investigation and/or enforcement of allegations of violation(s) of this Ordinance and/or Ordinance No. 2020-07-07, but the Petitioner and its successors and assigns shall be liable for expenses of investigation and enforcement only if the Village Board or Village Administrator makes a finding that, based upon the results of such Village investigation, the alleged violation(s) were well-founded.
- (C) Amendment by Mutual Consent: The Village, by ordinance of its Corporate Authorities, and the Petitioner or its successors and assigns may by mutual consent agree in writing to amend the terms and conditions set forth in this planned development, but only after a public hearing before the Village's Plan Commission or the Zoning Board of Appeals, and no purported oral amendment shall be binding or enforceable.
- (D) Indemnification:

1. The Village agrees to cooperate with the Petitioner and its successors and assigns in defending any action which contests any aspect of this Ordinance. The Petitioner, for itself and for its successors and/or assigns agrees to and shall hold harmless and indemnify the Village, its elected and appointed officials, officers, employees, and other agents (the "Indemnified Village Parties") relative to any such actions and/or costs, claims, or expenses relative thereto, and all costs, including attorneys' fees, incurred by the Village in connection therewith shall be paid for by the Petitioner or by its successors and assigns or reimbursed to the Village by the Petitioner or by the successors and assigns of the Petitioner. The Village may require a reasonable deposit by the Petitioner or by its successors and assigns to cover any anticipated cost thereof.
2. The Petitioner, for itself and for its successors and assigns hereby undertakes and agrees, to the greatest extent permitted by law, to indemnify, defend, save and keep harmless the Indemnified Village Parties from and against any loss, cost, damage, liability, claim or expense, including attorneys' fees, which any of the Indemnified Parties may suffer, incur or sustain from or arising out of any injuries to or death of any person or persons, or damage to or loss of any real or personal property, including but not limited to damage to the Dunkin Parcel and/or to the property of tenants or invitees of the tenants, including but not limited to damages due to or resulting directly or indirectly from the Dunkin Parcel, the Property and/or any use and/or occupancy of the Dunkin Parcel and/or the Property, this Ordinance, any Ordinance granting final approval of the proposed additional Conditional Use on the Dunkin Parcel, Village of Lake Villa Ordinance No. 2005-04-04, Ordinance No. 2007-02-03, Ordinance No. 2007-02-04, and/or Ordinance No. 2020-07-07 except as otherwise modified, and/or any exceptions approved by the Village.

(E) Remedies:

1. Any violation of this Ordinance shall also be deemed a violation of the Village of Lake Villa Zoning Code and the Lake Villa Village Code and each day such a violation exists or continues shall constitute a separate offense. As provided in the Village of Lake Villa Village Code, each such offense shall be punishable by a mandatory minimum daily fine of not less than \$100.00 per day and not more than \$750.00 per day as provided by the Village of Lake Villa Zoning Regulations.
2. In the event the Petitioner and its successors and assigns fails to pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance or pursuant to the other applicable ordinances of the Village, or if the Petitioner or its successors and assigns otherwise violates this Ordinance, or is otherwise in default in its obligations under this Ordinance, and has been notified of and failed to cure such default, the Village shall be entitled to all remedies available at law and/or in equity and, in addition to all other remedies available including those otherwise set forth in this Ordinance, the Village may suspend, revoke, or decline to issue any building, occupancy and/or other permit, license(s), or approvals required by the ordinances of the Village and/or the Village may suspend or revoke the proposed additional Conditional Use Permit.

- (F) Severability Clause: It is the intention of the Corporate Authorities that this Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, provision, part, or portion of any section, clause, or provision of this Ordinance shall not affect

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

- (G) Exhibits: Attached hereto as Group Exhibit B and thereby incorporated herein by reference, are all the submittals which were reviewed and considered by the Plan Commission and by the Board of Trustees for the Dunkin Parcel (i.e., the “2023 Preliminary Plans”). All such exhibits attached to this Ordinance are deemed to be and are expressly made a part of and incorporated into this Ordinance to the same extent as if each such exhibit had been set forth in its entirety in the body of this Ordinance, provided, however, the approval of the Exhibits attached to this Ordinance as herein provided shall not constitute final planned development approval for the purposes of issuance of building permits or WDO permits or for any other Village permits or approvals. Also incorporated herein and thereby made a part hereof by reference are all of those Exhibits attached to Village of Lake Villa Ordinance No. 2020-07-07. In the event of any conflict between the Exhibits attached to this Ordinance and the Exhibits attached to Ordinance No. 2020-07-07, the Exhibits attached to this Ordinance shall control when and if such Exhibits are eventually approved in their final form.
- (H) Approval Authority: If any provisions of this Ordinance delegate approval authority to any Village officer, employee, or agent for any aspect of this Ordinance, then the Petitioner or its successors and assigns or such Village officer, employee, or agent, as the case may be, or his or her designee, shall have the right to have any such decision of such Village officer, employee or agent, or his or her designee, reviewed, reconsidered, and a final decision thereon made by the Board of Trustees. Any reference in this Ordinance to the authority of the Mayor to grant or deny an approval shall, whether or not so specified, include the authority for such decision to be made by a designee of the Mayor.

SECTION 7: This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law and after its acceptance and approval as provided below. Passed by the Corporate Authorities on November 6, 2023, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2023.

James McDonald, Mayor,
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this 6th day of November, 2023.

ACCEPTANCE

The undersigned on behalf of the Petitioner, JSN Network, Inc., and its successors and assigns hereby states that the undersigned is a duly authorized agent of the Petitioner and on behalf of such Petitioner and its successors and assigns hereby accepts, consents to and agrees to the terms, conditions, and restrictions of the foregoing Ordinance this ____ day of _____, 2023.

PETITIONER:

JSN Network, Inc.

By: _____
Its President and Authorized Agent

ATTEST: _____
Secretary

EXHIBIT A

LEGAL DESCRIPTION OF DUNKIN PARCEL:

PARCEL 1: LOT 1 IN LAKE TOWER CROSSING PLANNED UNIT DEVELOPMENT PHASE 2, BEING A RESUBDIVISION OF PART OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2008 AS DOCUMENT NUMBER 6340408, IN THE VILLAGE OF LAKE VILLA, LAKE COUNTY, ILLINOIS.

PARCEL 2: THE WEST HALF OF THE VACATED RIGHT-OF-WAY OF TOWER DRIVE LYING EAST OF AND ADJOINING SAID LOT 1, IN LAKE TOWER CROSSING PLANNED UNIT DEVELOPMENT PHASE 2, BEING A RESUBDIVISION OF PART OF SECTION 28, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 2008 AS DOCUMENT NUMBER 6340408, IN THE VILLAGE OF LAKE VILLA, LAKE COUNTY, ILLINOIS.

(P.I.N. 02-28-201-179)

GROUP EXHIBIT B

2023 PRELIMINARY PLANS

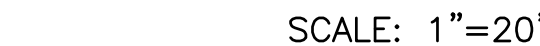
EXHIBIT B-1: Preliminary Engineering, Page PE-1, dated 9/7/23

EXHIBIT B-2: Site Plan SP-1.0 prepared by MRV Architects, Inc. dated 08/14/23

EXHIBIT B-3: Landscape Plan, Pages L-101-L102, dated 07/23

EXHIBIT B-4: Photometric (Lighting) Plan dated 08/14/23

EXHIBIT B-5: Elevations for Dunkin Building, Pages A-4.0 and A-4.1 dated 08/14/23



GRADING NOTES

1. ACCESSIBLE PARKING SPACES AND THEIR ADJOINING ACCESS AISLES SHALL NOT EXCEED 2.0% SLOPE IN EITHER DIRECTION.
2. ACCESSIBLE PEDESTRIAN ROUTES SHALL NOT EXCEED 2.0% CROSS SLOPE OR 5.0% RUNNING SLOPE, EXCEPT FOR CURB RAMPS WHICH SHALL NOT HAVE A RUNNING SLOPE GREATER THAN 8.33%.
3. ALL GRASS/LANDSCAPED AREAS SHALL BE UNIFORMLY GRADED TO DRAIN WITH POSITIVE DRAINAGE.
4. MAXIMUM CROSS SLOPE FOR ANY NEW PUBLIC SIDEWALK IS 2.0%.
5. THE CROSS SLOPE OF THE PORTION OF THE DRIVEWAY IN LINE WITH THE PUBLIC SIDEWALK SHALL NOT EXCEED 1.0%.

OPERATES 24 HOURS
365 DAYS

CALL JULIE 1-800-892-0123

WITH THE FOLLOWING: _____

COUNTY _____ LAKE _____

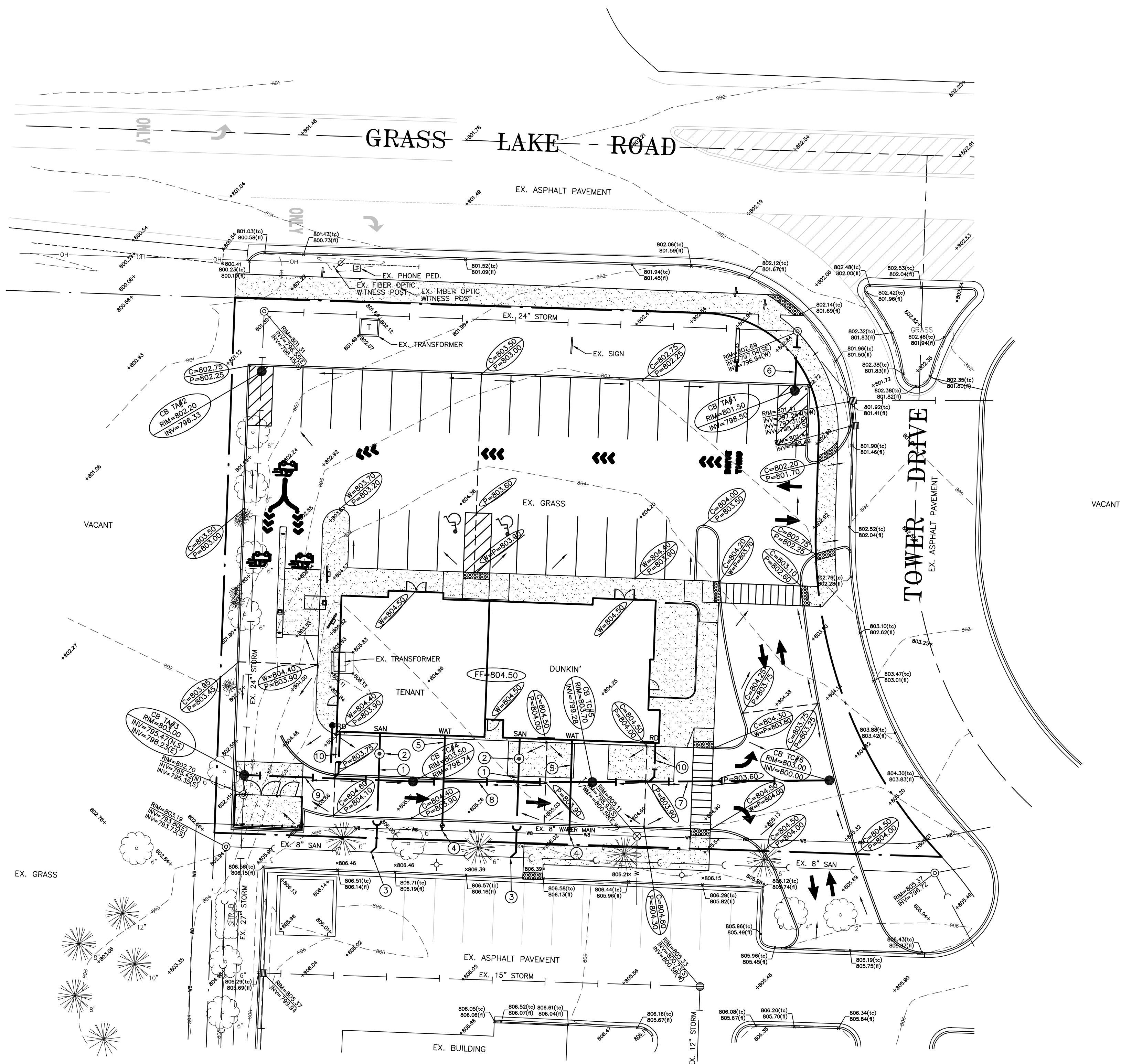
CITY-TOWNSHIP _____ LAKE VILLA _____

SEC. & 1/4 SEC. NO.# _____ 28-46-10

48 HOURS BEFORE YOU DIG
EXCLUDING SAT., SUN. & HOLIDAYS

SPECIAL NOTE:
Existing grades and improvements are shown from the best information available and must be verified in the field by the contractor prior to the start of construction. Any discrepancy with the plan shall be immediately reported to the engineer.

BENCHMARK:
BENCHMARK NO. 1=800.95 (NAVD 88 DATUM)=ELEVATION
OF CROSS ON ARROW BOLT OF FIRE HYDRANT LOCATED
APPROXIMATELY 24 FEET NORTH OF GRASS LAKE ROAD
AND 737 FEET WEST OF DEEP LAKE ROAD.



STORMWATER MANAGEMENT
STORM WATER DETENTION VOLUME FOR THIS SITE WAS PROVIDED IN AN OFFSITE BASIN WHEN THE SHOPPING CENTER DEVELOPMENT WAS CONSTRUCTED IN 2005. IT WILL BE VERIFIED DURING THE FINAL ENGINEERING DESIGN THAT SUFFICIENT DETENTION VOLUME FOR THE SITE IS PROVIDED, AND THE STORM SEWERS CONNECTING THE SITE TO THE EXISTING BASIN ARE SUFFICIENTLY SIZED.

PARKING PROVIDED

26	STANDARD STALLS (9')
2	HANDICAP STALLS (16')
28	STALLS PROVIDED

NOTE:
ALL TRAFFIC SIGNS ARE TO BE INSTALLED AT 7' MEASURED FROM
THE GROUND ELEVATION TO THE BOTTOM OF THE SIGN.

NOTE:
SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS,
TRASH ENCLOSURE DIMENSIONS AND DETAILS, PARKING LOT
LIGHTING, SIGNAGE, DRIVE-THRU FACILITY DETAILS AND
LANDSCAPING.

NOTE:
ALL DIMENSIONS ARE TO THE FACE OF SIDEWALK OR FACE OF CURB UNLESS OTHERWISE NOTED.

PAVEMENT MARKING (STRIPING) FOR PARKING LOTS

- A. After paving operations are completed, or when directed by the General Contractor, marking as designated on the drawings may proceed. Marking shall consist of 4" wide lines configured as indicated on drawings, in "Traffic Yellow" color. Traffic paint shall be manufactured by Sherwin Williams, or approved equal. Apply in strict conformance with manufacturer's instructions.
- B. Paint striping work shall include painting of international handicap symbol at designated parking for handicapped, as indicated on drawings.
- C. Protect area against traffic for at least 48 hours after application of striping.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH BUILDING UTILITY SERVICE LINE FROM THE PLUMBING AND/OR MECHANICAL DRAWINGS AND SHALL COORDINATE UTILITY SERVICE LINE LOCATION WITH SAME.
2. CONTRACTOR SHALL COORDINATE ALL WORK WITH UTILITY COMPANIES (SEWER, WATER, ELECTRIC, GAS, TELEPHONE).
3. ANY EXISTING SEWER, WATER OR OTHER UTILITY LINES OR STRUCTURES (MANHOLES, ETC.) UNDER OR WITHIN 5' OF THE PROPOSED BUILDING SHALL BE REMOVED. PLUG ENDS REMAINING UTILITY LINES SHALL BE TRENCHES WITH GRAVELLED AND SAND FILL COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY IN 8" LIFTS.

NOTE "Z":

Prior to the start of construction, the contractor shall expose any utilities or other obstructions to be crossed by the proposed sewer, and shall notify the engineer immediately if there are any conflicts with the proposed sewer grade.

SPECIAL NOTE

The locations of existing underground utilities, such as water mains, sewers, gas lines, electric lines, telephone lines, etc., as shown on the plans have been determined from the best available information and is given for the convenience of the contractor. However, the engineer and owner do not assume responsibility for the accuracy of the locations shown. It shall be the contractor's responsibility to contact all utility companies and their facilities shall be located prior to any work.

PRELIMINARY ENGINEERING
DUNKIN' RESTAURANT
802 TOWER DRIVE
LAKE VILLA, ILLINOIS

CIVIL ENGINEERS SITE PLANNERS LAND SURVEYORS

NORTHWESTERN ENGINEERING
CONSULTANTS, P.C.

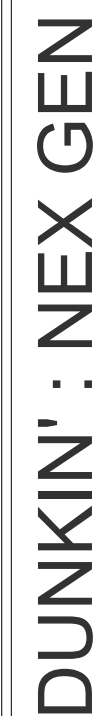
675 N. NORTH COURT PALATINE, ILLINOIS 60067 (847) 520-8410
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 194-002695 EXP. 4-30-25

REVISIONS

NO.	DATE	DESCRIPTION
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DRAWN BY: KRL
CHECKED BY: DMH
DATE: 9-7-23
SCALE: 1"=20'

DRAWING NO.	PE-1
JOB NO.	23-34



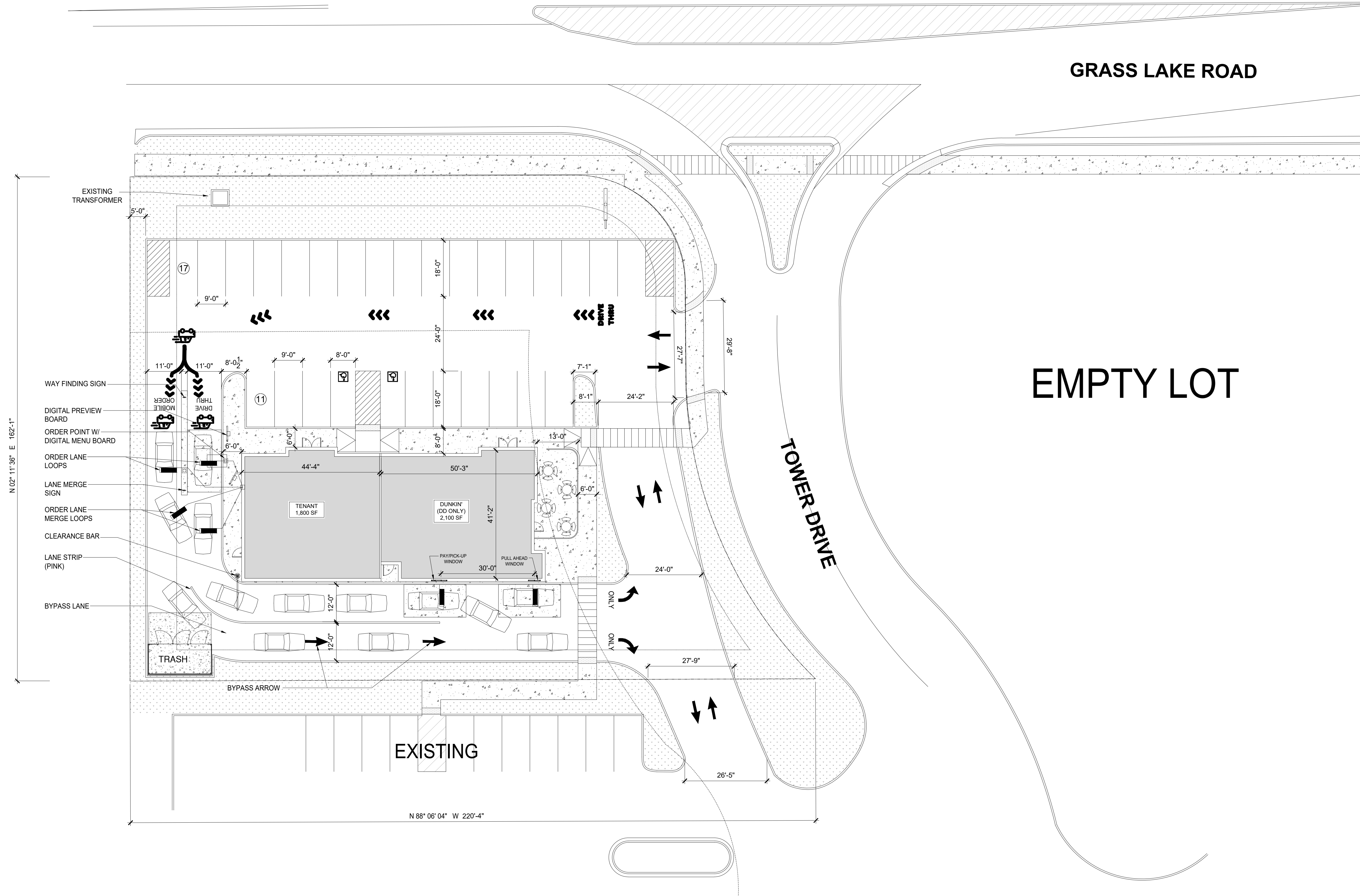
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PC # 364919

SHEET

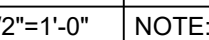
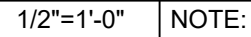
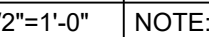
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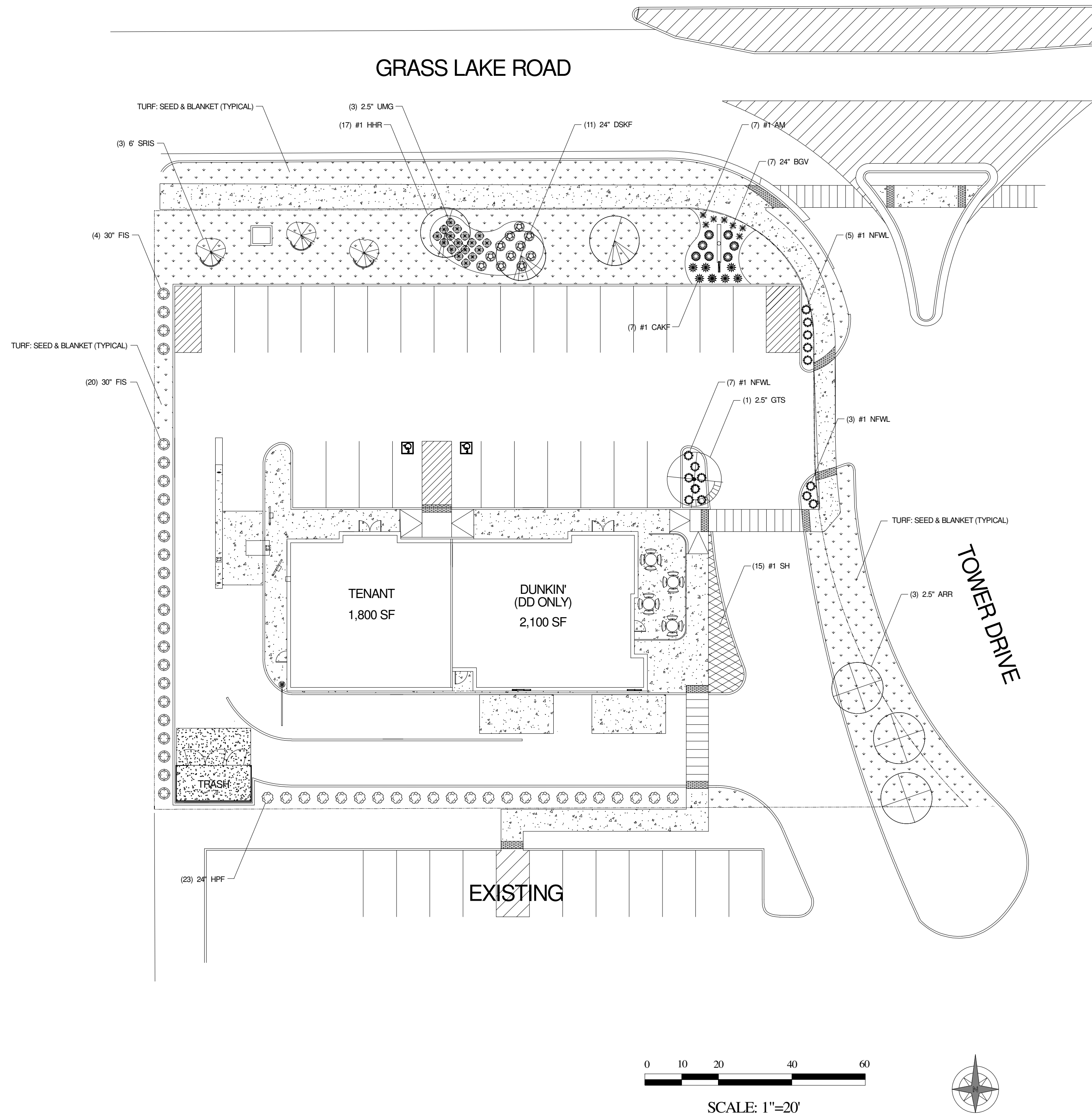


1

SITE PLAN

1/16" = 1'-0"	NOTE:
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PLANT LIST

Qty.	Common Name	Botanical Name	Size	Remarks	Key
3	Redpointe Maple	Acer rubrum 'Redpointe'	2.5"	B&B	ARR
1	Skyline Locust	Gleditsia triacanthos 'Skyline'	2.5"	B&B	GTS
3	Triumph Elm	Ulmus 'Morton Glossy'	2.5"	B&B	UMG
3	Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	6"	B&B	SRIS
7	Green Velvet Boxwood	Buxus 'Green Velvet'	24"	Cont.	BGV
11	Kodiak Fresh Honeysuckle	Diervilla splendens 'SMNDSS'	24"	Cont.	DSKF
24	Show Off Forsythia	Forsythia intermedia 'Show Off'	30"	Cont.	FIS
23	Fire Light Hydrangea	Hydrangea paniculata 'SMHPFL'	24"	Cont.	HPF
7	Millenium Ornamental Onion	Allium 'Millenium'	#1	Pots	AM
5	Karl Foerster Reed Grass	Calamagrostis acutiflora 'Karl Foerster'	#1	Pots	CAKF
17	Happy Returns Daylily	Hemerocallis 'Happy Returns'	#1	Pots	HHR
15	Walker's Low Catmint	Nepeta faassenii 'Walker's Low'	#1	Pots	NFWL
15	Prairie Dropseed	Sporobolus heterolepis	#1	Pots	SH

- NOTES:**
- The Landscape Contractor shall provide and install all plant materials in the quantities and sizes sufficient to complete planting as shown on the Landscape Plans. All plants shall comply with the requirements of the current American Standard for Nursery Stock published by The American Nursery and Landscape Association. Plants shall meet size, genus, species and variety and be in good health, free of insects, diseases or defects. No "park grade" materials shall be accepted. Trees not exhibiting a central (or single) leader will be rejected unless noted in the plant list as multi-stem. Quantity lists are supplied for convenience. The Landscape Contractor shall verify all quantities and, in case of a discrepancy, the drawn plan shall prevail over the plant list. No plants are to be changed or substituted without approval of the Owner or a representative of James Dowden & Associates, Inc.
 - All plants shall be watered during the first 24-hour period following installation. A watering schedule must be agreed upon with the Owner (before plantings are installed) of whom, when and how plant materials are to be properly watered. The Landscape Contractor shall verify proper watering is being done for the establishment and health of all plant materials. The Landscape Contractor shall warranty all plant materials for one year from the time of installation and project acceptance.
 - Plants shall be balled and burlapped unless otherwise noted on the Landscape Plans. No root bound materials shall be accepted and all synthetic or plastic materials shall be removed at the time of planting. It is the option of the Landscape Contractor to roll back burlap from the top of the root ball.
 - Recommended mulch depth is four inches (4") of shredded hardwood bark. The Landscape Contractor shall avoid over-mulching and the creation of "mulch volcanoes." Mulch Beds shall extend a minimum of two feet (2') beyond the center of a tree or shrub. Mulch must be pulled back at least two inches (2") from the base of a tree so the base of the trunk and root crown are exposed.
 - Prepare all perennial beds with one cubic yard of garden compost per 100 sf and the compost shall be rototilled to an 8" depth.
 - All plants shall be set plumb. It is the option of the landscape contractor to stake deciduous trees but it is also the responsibility of the Landscape Contractor to guarantee the plants remain plumb until the end of the guarantee period.
 - Trees shall be installed a minimum of five feet (5') horizontally from underground electrical feeders, sanitary sewers, sanitary services, water mains, and water services. Trees shall be installed a minimum of ten feet (10') horizontally from utility structures including, but not limited to, manholes, valve vaults and valve boxes. Shade trees shall be a minimum of ten feet (10') from all light poles and all shrubs shall be a minimum of three to five feet (3'-5') from all fire hydrants.
 - The Landscape Contractor shall locate the existence of all underground utilities prior to starting work. The Landscape Contractor must also keep the pavement and work areas in neat and orderly condition throughout the construction process. The Landscape Contractor shall acquaint himself with. And verify. Working conditions in advance of submitting a proposal. Failure to recognize inherent responsibilities does not relieve the contractor of obligations due to miscalculations.
 - Property owners shall be responsible for maintaining all landscaping shown on the approved plans throughout the life of the development.
 - Turf shall be Premium Bluegrass Mix seed and blanket in all disturbed areas except where sod is noted.
 - Once a Landscape Plan has been approved and a Building Permit issued, the Planning and Zoning Administrator may authorize minor revisions to the approved Landscape Plan including the substitution of equivalent planting and ground covers where such revisions do not diminish the benefits of the approved Landscape Plan. As such, revisions shall require the written approval of the Planning and Zoning Administrator.
 - Trees and shrubs shall not be located closer than ten (10) feet to fire hydrants, transformers, or other above ground utilities.
 - Bare root plants shall not be allowed.
 - All planted areas and landscaped islands shall receive a four (4) inch layer of shredded hardwood bark mulch.

REVISIONS:

DOWDEN DESIGN GROUP
LANDSCAPE ARCHITECTURE, DESIGN & PLANNING
P.O. BOX 415, LIBERTYVILLE, IL 60048
DOWDENDESIGNGROUP.COM PHONE: (847) 362-1254

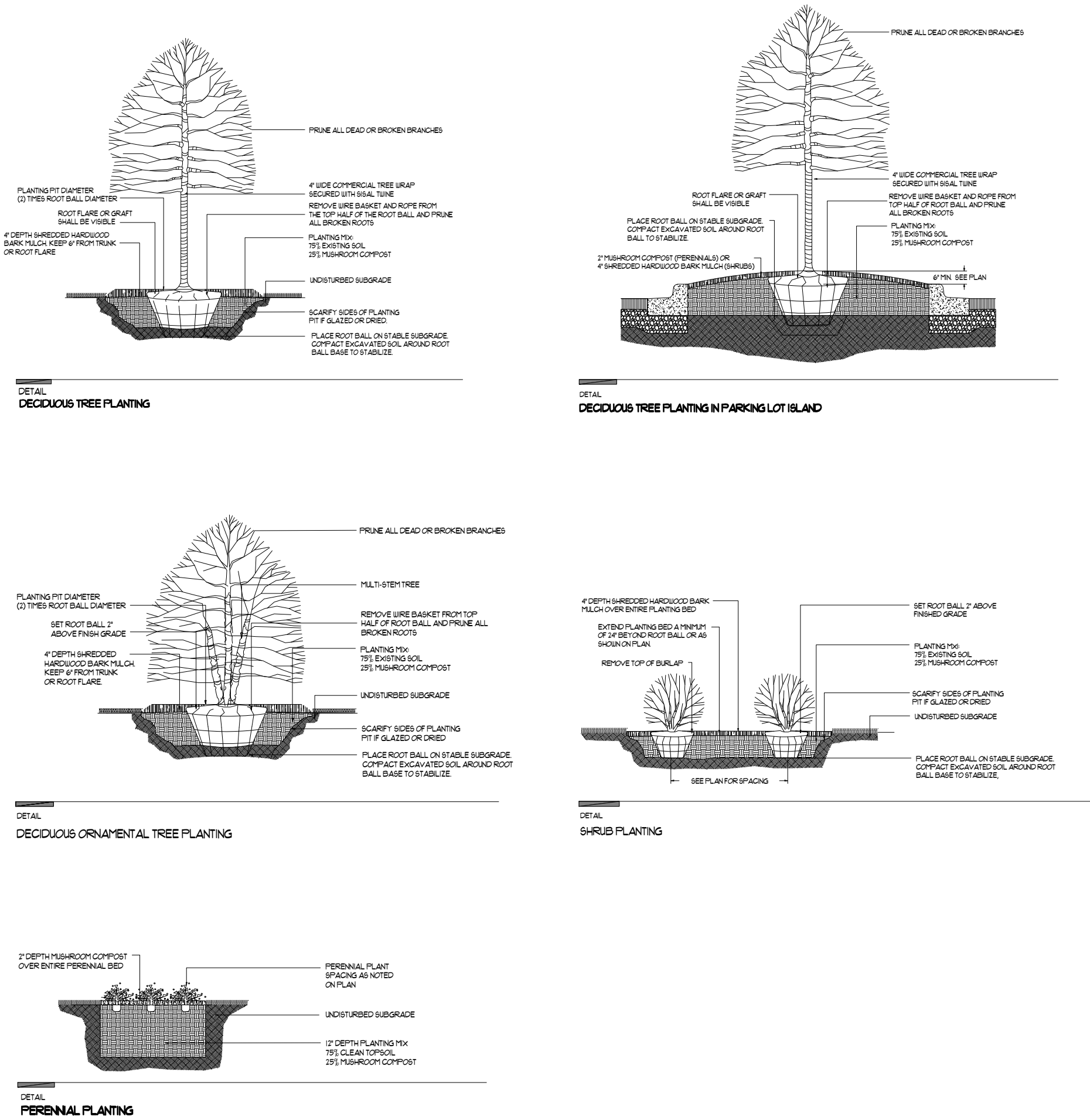
DUNKIN'
802 TOWER DRIVE
LAKE VILLA, ILLINOIS

LANDSCAPE PLAN

DATE: 00.07.23
SCALE: 1"=20'
DRAWN: CJD



L101



PREMIUM BLUEGRASS SEED MIX (4-5 LBS/1000 S.F.)

MIX %	SEED	GERMINATION	ORIGIN
22.82%	AWARD KENTUCKY BLUEGRASS	85%	OR
22.22%	NUGLADE KENTUCKY BLUEGRASS	85%	OR/WA
17.79%	JACKPOT KENTUCKY BLUEGRASS	85%	OR/WA
16.11%	EVEREST KENTUCKY BLUEGRASS	85%	OR
9.98%	FIESTA 4 PERENNIAL RYEGRASS	90%	MN
9.97%	HANCOCK PERENNIAL RYEGRASS	90%	MN
1.11%	INERT MATTER		

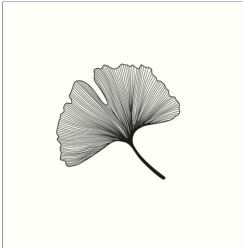
REVISIONS:

DOWDEN DESIGN GROUP
LANDSCAPE ARCHITECTURE, DESIGN & PLANNING
P.O. BOX 415, LIBERTYVILLE, IL 60048
DOWDENDESIGNGROUP.COM PHONE: (847) 362-1254

DUNKIN'
802 TOWER DRIVE
LAKE VILLA, ILLINOIS

LANDSCAPE PLAN

DATE: 00.07.23
SCALE: NONE
DRAWN: CID



DUNKIN' : NEX GEN

ARCHITECTS, INC.



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REVISION	DESCRIPTION	ISSUE DATES	DRAWN	CD
			CHECKED	M/V
			DATE	08/14/23
			PROJECT NO	23110

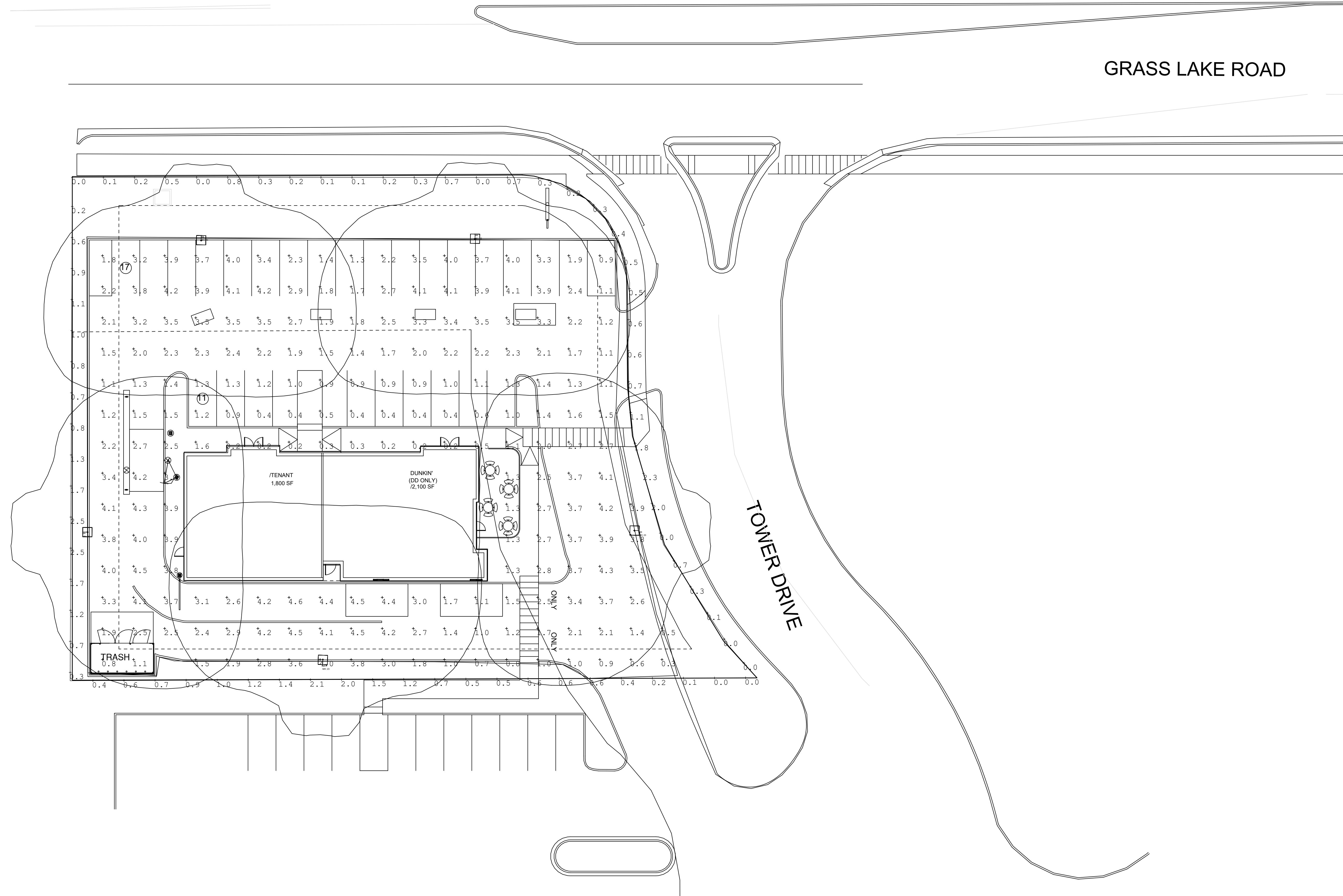
PHOTOMETRIC PLAN

DUNKIN'
802 TOWER DRIVE
LAKE VILLA, IL 60046

PC # 364919

SHEET


PH



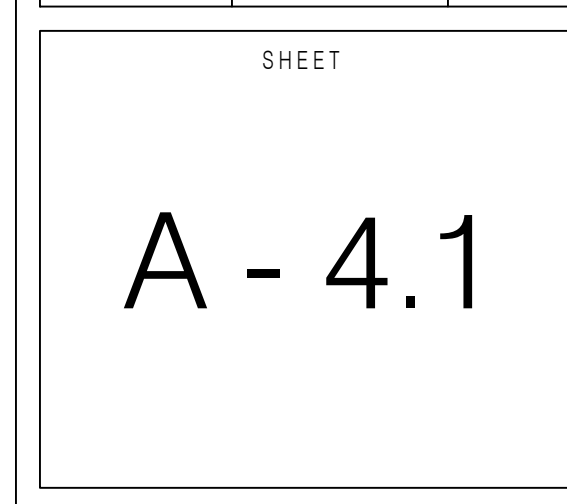
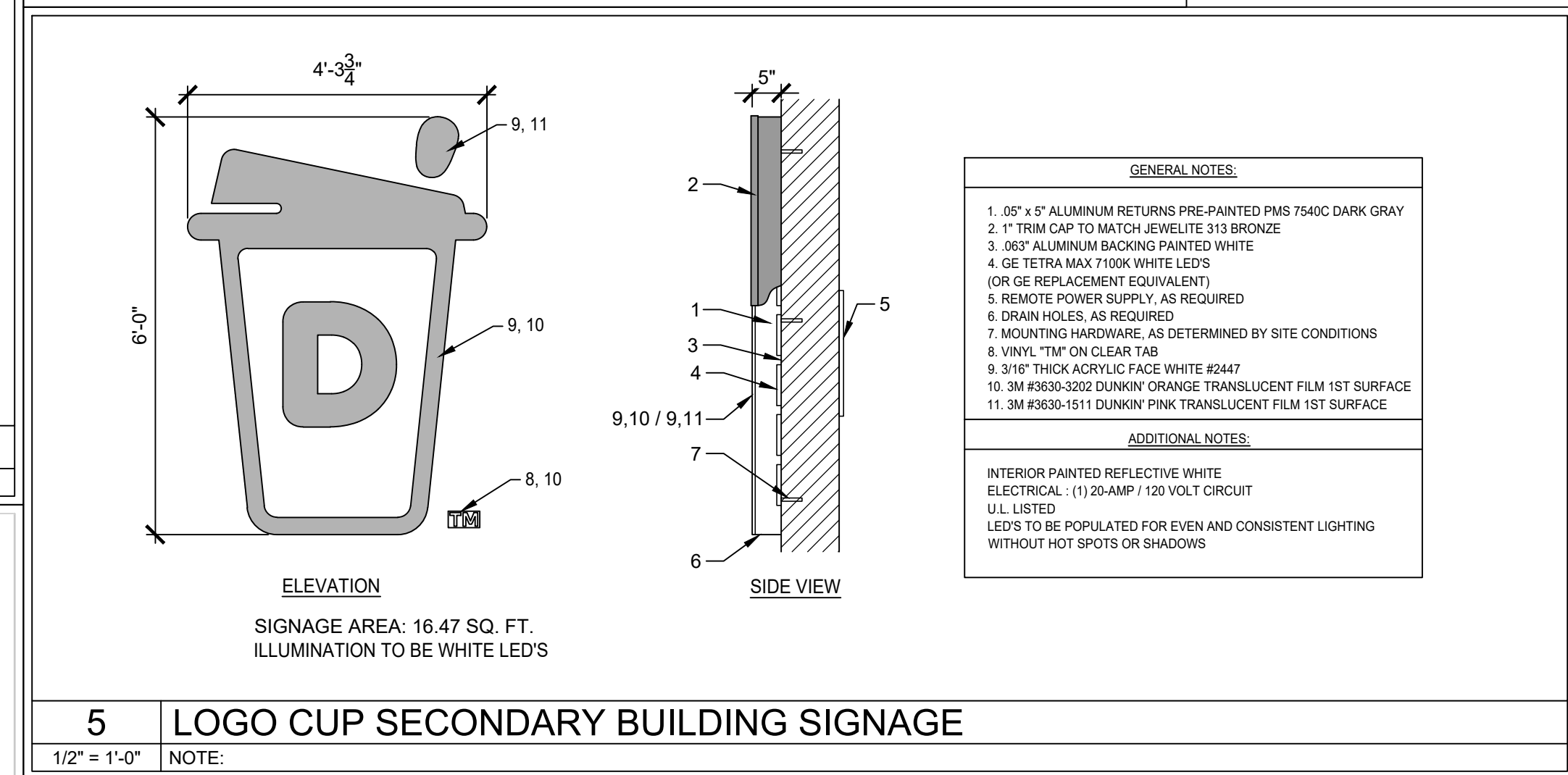
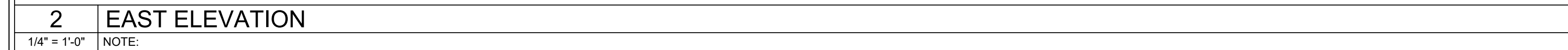
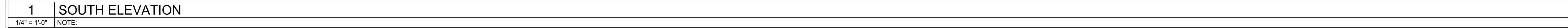
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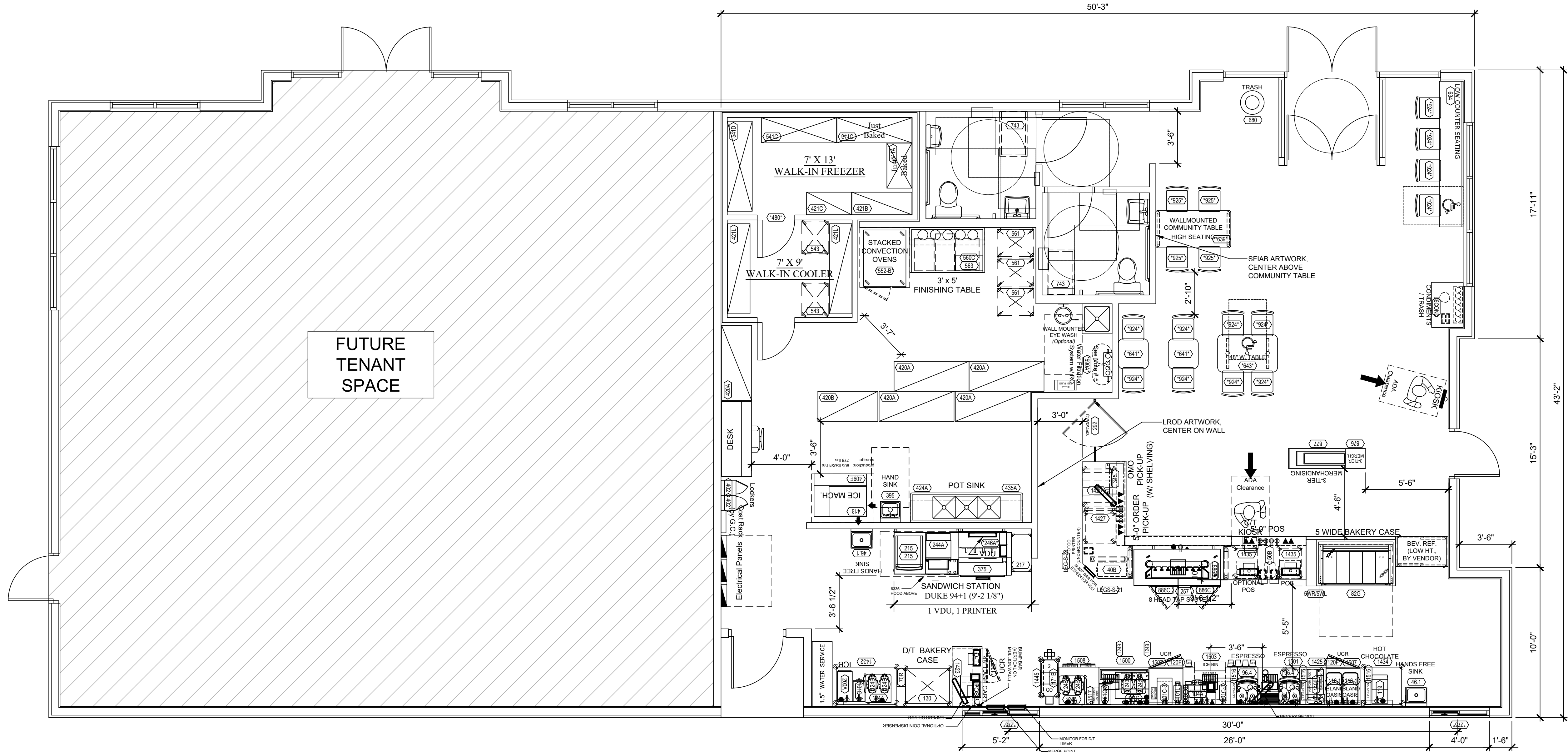
$$1/16'' = 1'-0''$$

NOTE

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	5	M4	Single	MRS-LED-18L-SIL-FT-40-70CRI-IH	1.000	13225	135	675

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
PARKING LOT	Illuminance	Fc	2.35	4.6	0.2	11.75
PROPERTY LINE	Illuminance	Fc	0.72	2.5	0.0	N.A.





1 EQUIPMENT PLAN
1/4" = 1'-0" NOTE:

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REVISION	DESCRIPTION	ISSUE DATES	DRAWN	CD	CHECKED	DATE	PROJECT No	23110

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-__-__

AN ORDINANCE GRANTING FINAL APPROVAL
OF A REQUEST FOR REZONING AND
A CONDITIONAL USE PERMIT FOR A PLANNED DEVELOPMENT
FOR THE REDWOOD PLANNED DEVELOPMENT

(RE: Petition of Redwood USA LLC -
500 and 406 W. Monaville Road, Lake Villa, IL)

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS ____ DAY OF _____, 2023.

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

AN ORDINANCE GRANTING FINAL APPROVAL
OF A REQUEST FOR REZONING AND
A CONDITIONAL USE PERMIT FOR A PLANNED DEVELOPMENT
FOR THE REDWOOD PLANNED DEVELOPMENT

(RE: Petition of Redwood USA LLC -
500 and 406 W. Monaville Road, Lake Villa, IL)

WHEREAS, the Village of Lake Villa (the “Village”) has received an application from the Petitioner, Redwood USA LLC or its assigns (hereinafter referred to as the “Petitioner”), the contract purchaser of the property commonly known as 500 and 406 W. Monaville, Road, Lake Villa, IL which is respectively identified as P.I.N. 06-08-100-030 and 06-08-100-048 (collectively, the “Subject Property”) requesting rezoning of the Subject Property to the Village’s UR4 Zoning District and final approval of a Conditional Use Permit for a Residential Planned Development to permit the Petitioner to construct a one hundred eleven (111) single-story attached dwelling unit rental community and one (1) permanent rental office, as well as other related and/or required improvements which include but are not limited to water mains, sanitary sewers, storm sewers, storm water management facilities, parking, lighting, landscaping, and two (2) public multi-use paths, one within Monaville Road and one within Cedar Lake Road, subject to receipt of all applicable approvals (hereinafter sometimes collectively referred to as the “Planned Development”); and

WHEREAS, the Subject Property consists of approximately 29.318 acres located generally at the Northwest corner of Cedar Lake Road and Monaville Road and is presently zoned and classified as part of the Village’s SR (Suburban Residential) Zoning District, within the corporate limits of the Village; and

WHEREAS, the Subject Property is legally described as follows:

PARCEL 1: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS P.I.N. 06-08-100-030 (Approx. 1.811 acres)

PARCEL 2: ALL THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MONAVILLE ROAD, EXCEPT THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING;

ALSO,

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD (COUNTY HIGHWAY NO. 55) AND THE EAST LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING 1,042.49 FEET (1,042.60 FEET RECORD) SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER AS MEASURED ALONG SAID EAST LINE; THENCE NORTH 00 DEGREES 03 MINUTES 37 SECONDS WEST, 56.52 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST, 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD (COUNTY HIGHWAY NO 28) AS SHOWN ON DOCUMENT NUMBER 1141817; THENCE SOUTHWESTERLY AND WESTERLY, 39.85 FEET ALONG THE RIGHT-OF-WAY AS CONVEYED TO THE COUNTY OF LAKE PER DOCUMENT NO. 2475785 AND AS SHOWN ON DOCUMENT NUMBER 2773494, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 45 DEGREES 36 MINUTES 07 SECONDS WEST, 35.76 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 09 SECONDS WEST, 24.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD AS SHOWN ON SAID DOCUMENT NUMBER 2773494; THENCE NORTH 32 DEGREES 18 MINUTES 51 SECONDS EAST, 93.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD AS SHOWN ON DOCUMENT NO. 1141817; THENCE NORTH 89

DEGREES 56 MINUTES 23 SECONDS EAST, 40.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS EAST, 54.44 ALONG SAID EAST LINE OF THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

P.I.N. 06-08-100-048 (Approx. 27.507 acres)

; and

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

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

WHEREAS, the Village has approved in concept the Petitioner’s plans for the proposed conditional use for a Residential PUD and, in light of this fact, the Village also wishes to approve the Petitioner’s request for rezoning of the Subject Property from the Village’s SR (Suburban Residential) Zoning District to the Village’s UR4 Zoning District (the “Application”); and

WHEREAS, commencing on October 25, 2022 and concluding on January 26, 2023, the Village’s Plan Commission, pursuant to proper notice, did conduct a public hearing on the Petitioner’s Application for Preliminary Approval of the proposed rezoning and PUD; and

WHEREAS, on October 19, 2023, the Plan Commission of the Village met and reviewed the final plans for the proposed Residential PUD, and at the conclusion of such public hearing, the Plan Commission recommended approval of the Petitioner’s Application for Rezoning and

Final PUD Approval based upon certain findings of fact and subject to certain conditions as follows:

FINDINGS OF FACT:

1. The Subject Property consists of approximately 29.318 acres, more or less, located within the corporate limits of the Village of Lake Villa, is commonly known as 406 and 500 Monaville Road, Lake Villa, IL (Permanent Index Numbers 06-08-100-030 and 06-08-100-048) and is generally located on the north side of Monaville Road and west side of Cedar Lake Road in the Village of Lake Villa and is legally described as follows:

PARCEL 1: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS
P.I.N. 06-08-100-030 (Approx. 1.811 acres)

PARCEL 2: ALL THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MONAVILLE ROAD, EXCEPT THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MONAVILLE ROAD WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ROAD, 190.18 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD, 190.18 FEET TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 455.03 FEET TO THE PLACE OF BEGINNING;

ALSO,

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS:

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WESTERLY, 39.85 FEET ALONG THE RIGHT-OF-WAY AS CONVEYED TO THE COUNTY OF LAKE PER DOCUMENT NO. 2475785 AND AS SHOWN ON DOCUMENT NUMBER 2773494, BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 45 DEGREES 36 MINUTES 07 SECONDS WEST, 35.76 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 09 SECONDS WEST, 24.43 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF MONAVILLE ROAD AS SHOWN ON SAID DOCUMENT NUMBER 2773494; THENCE NORTH 32 DEGREES 18 MINUTES 51 SECONDS EAST, 93.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR LAKE ROAD AS SHOWN ON DOCUMENT NO. 1141817; THENCE NORTH 89 DEGREES 56 MINUTES 23 SECONDS EAST, 40.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS EAST, 54.44 ALONG SAID EAST LINE OF THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.
P.I.N. 06-08-100-048 (Approx. 27.507 acres)
(collectively, the "Subject Property")

2. The Subject Property is presently zoned and classified as part of the Village's SR (Suburban Residential) Zoning District, and by this Ordinance, the Subject Property is being rezoned and reclassified as part of the Village's UR4 Zoning District and a Conditional Use for a Planned Development on the Subject Property is being approved to permit the construction, operation and maintenance of not more than 111 single-story attached rental dwelling units consisting of two-bedroom apartments, and one (1) permanent rental office and required and/or related improvements, which include but are not limited to parking, lighting, landscaping, water mains, sanitary sewers, storm sewers, storm water management facilities and two (2) public multi-use paths, one within the Monaville Road public right-of-way and one within the Cedar Lake Road public right-of-way, subject to receipt of all applicable approvals and the provisions set forth herein.
3. The Final Plans for Final PUD Approval of such Planned Development and rezoning of the Subject Property as herein approved and the related Conditional Use for the Petitioner (sometimes collectively referred to as the "Planned Development"):
 - (a) are consistent with the particular physical surroundings of the Subject Property and the granting of certain relief from the Zoning Regulations of the Village will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Subject Property;
 - (b) are consistent with the general purpose and intent of the Lake Villa Zoning Regulations;
 - (c) are consistent with the Village's Comprehensive Plan;
 - (d) are designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing character of the general vicinity;
 - (e) will not significantly diminish the safety, use and enjoyment of surrounding property;
 - (f) will be adequately served by essential public facilities and services such as streets, police and fire service, drainage, refuse disposal, and schools, or such services will be provided by the Petitioner at the Petitioner's sole expense;

- (g) will not create excessive additional requirements at public expense for public facilities and service and will not be detrimental to the economic welfare of the community;
- (h) will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
- (i) will provide vehicular access to the Subject Property designed so that such use does not create any interference with traffic on surrounding public thoroughfares;
- (j) will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;
- (k) will comply with all additional regulations in this Ordinance specific to the Conditional Use Permit requested.
- (l) will be generally consistent with the existing zoning of and with the existing uses of nearby properties;
- (m) will not diminish property values by approving the Planned Development, and there will be no hardship imposed upon the Petitioner;
- (n) will not diminish any property values and will promote the general health, safety, and welfare;
- (o) will provide a gain to the public as a result of the establishment of the Planned Development, which will offer another housing option for the community and will satisfy a community need;
- (p) will be generally consistent with the intent and purpose of the Lake Villa Zoning Regulations;
- (q) will be generally compatible with the character of the UR-4 Zoning District;
- (r) will be compatible with the neighborhood in which it will be located;
- (s) will preserve the value of the surrounding residential areas and will be compatible with surrounding land uses;
- (t) The Subject Property is suitable for the Planned Development;
- (u) The Village has undertaken its planning and land use regulations with great care;
- (v) The Subject Property contains no historical features which require preservation, but the final approval of the Conditional Use Permit for a Planned Development as set forth in this Ordinance will preserve environmentally sensitive floodway,

floodplain, and wetlands which exist on the Subject Property and are part of the Eagle Creek watershed;

4. The Planned Development has been modified to include a cul-de-sac at the North end of the private access road on the West side of the Eagle Creek watershed, an open-space pocket park on the East side of the Eagle Creek watershed, and two (2) public multi-use paths, one within the Monaville Road public right-of-way (on the North side) and one within the Cedar Lake Road public right-of-way (on the West side), subject to receipt of all applicable approvals. Subject to receipt of all applicable approvals, such public multi-use paths will be eight feet (8') wide, with a six inch (6") aggregate base course, and a two inch (2") binder course. The public multi-use paths will extend from the north property line south within and along Cedar Lake Road to a terminus at the sidewalk near the intersection of Cedar Lake Road and Monaville Road; then start at such terminus of the sidewalk, extend west along Monaville Road to the widening for the culvert, intersecting the existing bridge pavement. It will then extend from the west side of the culvert to the west property line. All of the foregoing is subject to receipt of all applicable approvals; however, Petitioner agrees to use diligent, good faith efforts to apply for and pursue the approvals necessary for construction of the multi-use paths.
5. The Conditional Use Permit for a Planned Development as herein granted by this Ordinance and rezoning of the Subject Property to the UR4 Zoning District would authorize the establishment, operation, and maintenance on the Subject Property of a Planned Development for not more than 111 one-story attached rental dwelling units and one (1) permanent rental office, and such use is compatible with other uses permitted in the UR4 Zoning District;
6. The Planned Development meets the requirements and standards of and is consistent with the stated purpose of the Village's Planned Development regulations set forth in the Zoning Regulations of the Village.
7. The Planned Development will produce a public benefit meeting the planning objectives and standards of the Village.
8. The Planned Development makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects areas for common open space and other amenities.
9. The Planned Development will be compatible with and beneficial to the adjacent properties and to the neighborhood, and the Planned Development is a desirable addition to the Village's available housing options, tax base and economic well-being.
10. In reviewing and approving the Petitioner's request for a Conditional Use for a PUD as herein granted, the following standards were reviewed and considered pursuant to the Village's Zoning Regulations:
 - (a) Location: The site is so situated that the Planned Development will be compatible with the existing and planned future development in the area. The Planned Development will be located along major arterials and is compatible with the residential development to the North.

- (b) Zoning District Requirements: The Planned Development will be in compliance with minimum requirements for the Village's UR4 Zoning District, and all regulations of the UR4 Zoning District in which the Planned Development will be located shall apply to such uses, except where specifically amended by the conditions under which the Conditional Use for the Planned Development is granted.
 - (c) Lot Area: The Conditional Use for a Planned Development as herein granted will be located on a parcel or lot which conforms to the applicable zoning regulations of the Village.
11. The Plan Commission has considered the degree to which, if at all, the Planned Development will vary from underlying zoning standards of the UR4 Zoning District in which it will be located, and has also considered the benefits of the Planned Development such as the following:
- (a) The Planned Development plan will provide two (2) public multi-use paths within public rights-of-way, subject to receipt of all applicable approvals, for Village residents; and/or
 - (b) The amount of landscaping proposed for the Planned Development is substantially greater than the minimum required by the Village Code; and/or
 - (c) The Planned Development includes substantially greater architectural amenities than would otherwise be required by Village ordinances; and/or
 - (d) The Planned Development exceeds the Village's landscape requirements by providing an open-space pocket-park.
12. The Plan Commission has considered: (a) the degree to which the Planned Development exhibits extra care and attention to details in excess of Village requirements which enhance the character of the Planned Development, (b) the degree to which any requested increase in density reflects an investment in better design, landscaping, or facilities, and (c) the degree to which the developer has gone to better preserve critical natural environments, restore or mitigate degraded or distressed environments, alleviated off-site problems, and/or provided other improvements.
- (a) The Planned Development will provide one hundred eleven (111) single-story attached rental dwelling units as well as a permanent rental office which will meet a housing need of the community, additional park and/or open space, and multi-use paths along Cedar Lake Road and Monaville Road, and will also exceed requirements of the Village for parking and accessible parking spaces.
 - (b) The Planned Development is located at the intersection of easily accessible arterials and will serve as a buffer to the existing residential development to the North.
 - (c) The wet bottom detention basin shall be designed to preserve native wetland vegetation or planting new native wetland vegetation to enhance the natural environment and protect the Eagle Creek watershed which bisects the Subject Property.

The Lake Villa Plan Commission made its recommendation to the Mayor and Board of Trustees for the final approval of the Application of Redwood USA LLC for the rezoning of the Subject

Property to the UR4 Zoning District and for Final PUD Approval for a Conditional Use Permit based upon the foregoing findings of fact and subject to the following conditions:

1. Prior to commencement of construction:

- (a) The Petitioner shall, at its sole expense, construct or pay for the construction of all landscaping, stormwater management, all sanitary sewer and water system improvements required for the Planned Development, all in accordance with the final engineering which shall be approved by the Village. For purposes of this Ordinance, the multi-use path system is an integral part of this Planned Development (subject to receipt of all applicable approvals) and one hundred twenty-five percent (125%) of the estimated cost to construct such paths shall be secured through a letter of credit, which letter of credit would remain in effect until such paths are constructed and accepted by the Village, but subject to reduction as costs are paid, from time to time.
- (b) The Petitioner shall pay all required developer school and park impact fees prior to the commencement of construction, and has also agreed to voluntarily pay builder transition permit fees as provided by Section 8-5-2 of the Lake Villa Village Code at the time individual building permits are issued.
- (c) The Petitioner shall secure in writing all permits and approvals from the Village, from CLCJAWA, from LCDOT, and from the IEPA for sewer, water and storm sewer service for the Planned Development.
- (d) The Petitioner shall have submitted all applications for the permits and approvals from the Lake County Division of Transportation for all access, road improvements, or other infrastructure required for the Planned Development and will use diligent, good faith efforts to obtain the same.
- (e) The Petitioner shall file with the Village Treasurer an irrevocable letter of credit substantially in the form attached hereto as Exhibit B and thereby made a part hereof, and in an amount approved by the Village Administrator as a performance guarantee for all required public on-site and off-site improvements for the Planned Development, which letter of credit would remain in effect until such work is completed and would be subject to reduction as costs are paid, from time to time. In the event the letter of credit is issued by a bank without an office in Illinois, Ohio, Michigan, Indiana, Pennsylvania, or Iowa, then Petitioner agrees to include an additional sum of up to \$5,000 in such letter of credit to reimburse the Village for reasonable travel expenses which may be incurred during presentation of the letter of credit, if applicable.

2. Within six (6) months of the Petitioner's acquisition of the Subject Property, the Village shall establish a back-up Special Service Area for the Planned Development with a maximum SSA special tax rate not to exceed .10%. The Petitioner's maintenance obligations for the Planned Development will be secured by such back-up Special Service Area and shall be subject to a 30-day notice and cure period for the following maintenance and other purposes:

- (a) Infrastructure, including but not limited to streets, water and sanitary sewer services, stormwater management improvements, sidewalks, and landscaping, and a permanent blanket easement in favor of the Village for same. However, this does not include

any water mains and sanitary sewer mains, if any, which will be dedicated to and maintained by the Village.

- (b) Maintenance of common areas and amenities.
- (c) Snow removal and ice control within the Planned Development; and
- (d) Payment of any unpaid water and sewer bills.

The Village will not levy any special taxes to fund said back-up Special Service Area so long as the Petitioner complies in a timely manner with all of its maintenance obligations for the Planned Development.

3. Prior to the issuance of the final Certificate of Occupancy for the Planned Development, the Petitioner shall provide to the Village “as built” final plans showing the precise location of all improvements to the Subject Property, including all buildings, utilities, streets, sidewalks, paths, detention or retention ponds and drainage swales. The Village acknowledges and agrees that it will not delay or deny a request for the issuance of any temporary or final Certificate(s) of Occupancy based on the status of construction of the multi-use paths referenced herein. The Village acknowledges that Petitioner may apply for temporary or final Certificates of Occupancy on a building-by-building basis and that the Planned Development may be completed in one or more phases, which phases will be divided by the creek and partial “as-builts” relative to one or more of such phases shall be provided to the Village by the Petitioner.
4. The Final Plat for the Planned Development shall include the dedication of a blanket, non-exclusive easement over, under, across, and through the entire Subject Property for the purpose of maintenance and reconstruction by the Village of the water and sewer mains dedicated to the Village, if any, at such times and in such circumstances as the Village deems expedient, and the Village shall have the right but not the obligations to do such work.
5. The Petitioner shall also record in favor of the Village and the Lake Villa Fire Protection District a permanent non-exclusive blanket access easement over the Subject Property for police protection, fire and EMS services, and building inspection services.
6. The Final Engineering for the Planned Development includes final engineering for the design and construction of two (2) multi-use paths, each with a minimum width of eight (8) feet, one (1) which shall be installed generally in the respective public rights-of-way of Monaville Road (on the North side), and one (1) within Cedar Lake Road (along the West side), subject to receipt of all applicable approvals, which shall each be constructed of a hard surface material of either asphalt or concrete, and before the Petitioner commences such construction, Petitioner shall be obligated to secure all required permits and approvals from the Lake County Division of Transportation for such improvements, subject to applicable Lake County authorization and approval, as it may be provided; provided, however, receipt of such permits and approvals shall not delay recording of the Final Plat or the issuance of any temporary or final certificates of occupancy.
7. The Petitioner shall record a Conservation Easement, substantially in the form attached hereto as Exhibit C and thereby made a part hereof, in favor of the Village over the natural buffer being preserved along the Northern boundary of the Subject Property, which

Conservation Easement shall give the Village the right, but not the obligation, to use best management practices to preserve this buffer should the Petitioner fail to do so.

8. During both the construction and operation of the Planned Development, the Petitioner shall, at its expense, comply with all of the endangered species consultation recommendations of the Illinois Department of Natural Resources (sometimes referred to herein as the “Department” or as the “IDNR”) relative to Blanding’s Turtles and Osprey as described in detail in this Ordinance below.
9. If the structures located on 406 Monaville Road are not razed and removed prior to issuance of final engineering approval, Petitioner shall take all necessary steps to secure demolition permits for all such structures on the Subject Property and shall proceed to cause all structures on the Subject Property to be demolished prior to the commencement of any material site work and/or in conjunction with the commencement of material site work on the Subject Property. The Village acknowledges and agrees that the structures located at 500 Monaville Road may be subject to a post-closing occupancy and, as such, may be razed after the commencement of material site work on the east side of the Subject Property.
10. Prior to commencement of any construction on the Subject Property, the Petitioner or its predecessor in title shall convey corrected easements in the form provided by and in favor of CLCJAWA for the water main of approximately six hundred feet (600’) in length, which water main is already located on the Subject Property along Cedar Lake Road.

WHEREAS, subject to the terms and conditions hereinafter set forth, the Mayor and Board of Trustees of the Village have determined that it is in the best interests of the Village and its residents to grant final PUD approval of the Petitioner’s Application for the Subject Property and to rezone and reclassify the Subject Property as part of the Village’s UR4 Zoning District, all in accordance with the Zoning Ordinance of the Village and the other applicable ordinances of the Village:

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

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

SECTION 2: The Mayor and Board of Trustees of the Village of Lake Villa hereby approve the Recommendation and Findings of Fact of the Lake Villa Plan Commission dated October 19, 2023, which are hereby incorporated herein by reference.

SECTION 3: Rezoning of the Subject Property: The Subject Property is hereby rezoned and reclassified as part of the Village's UR4 Zoning District pursuant to the Village's Zoning Regulations in the UR4 Zoning District, but subject to the terms, conditions, and restrictions of the Conditional Use Permit as set forth herein.

SECTION 4: Approval of Petitioner's Application: Subject to the terms, conditions, and restrictions of this Ordinance, as well as the conditions and limitations in the Zoning Regulations and Subdivision Regulations of the Village, the Mayor and Board of Trustees hereby grant Final PUD Approval of this Planned Development and those Exhibits which are attached hereto as Group Exhibit A and thereby made a part hereof. Approval of such Exhibits shall not constitute approval of said plans for construction permits.

Notwithstanding anything shown on or implied by the aforesaid exhibits, no variation, exception or waiver shall be or is hereby approved or implied by this Ordinance, unless such variation(s), exception(s), or waiver(s) are each specifically and expressly stated in writing in this Ordinance.

SECTION 5: Express Conditions of Final Approvals: The approvals for the Planned Development granted pursuant to this Ordinance shall be subject to the following conditions, restrictions, and limitations, and the Petitioner's failure to comply with any of the provisions of this Ordinance may, in the reasonable discretion of the Village Board, and upon adoption of a subsequent Ordinance relative thereto, revoke such approvals as herein granted:

- (A) No Authorization for Construction Activity: The final approvals granted by this Ordinance are not and shall not be interpreted in any manner as an authorization for Petitioner and/or its assigns, employee(s), contractor(s), and/or agent(s) to commence any construction

activity on the Subject Property, but rather, the approval(s) granted in this Ordinance and the approvals for the Conditional Use Permit for a Planned Development for the Subject Property as herein granted do not authorize and/or imply the authorization of the issuance of any Village building and/or site development permit(s) for the Planned Development, including but not limited to any watershed development permit(s), any building permit(s), any earth-moving permit(s), or any sewer or water connection permits, which approvals shall not occur unless and until such permits have been respectively approved and authorized by the Village's Building Department, the Village's Stormwater consultant, and by the Village Engineer.

- (B) Subdivision and Development of the Subject Property: This Ordinance shall not be effective until and unless, and no development activity shall occur and no portion of the Subject Property shall be developed until and unless the Petitioner has closed on its purchase of the Subject Property and title thereto has been conveyed to Redwood USA LLC or to its special purpose entity, and the Petitioner has presented evidence to the Village Administrator of ownership of the Subject Property in the form of a recorded deed. The foregoing notwithstanding, nothing shall require or obligate Petitioner to commence construction on the Subject Property as contemplated in this Ordinance, but the Petitioner shall be obligated to complete the Planned Development in a timely manner (subject to force majeure, including adverse weather conditions and inability to procure materials) once the Petitioner receives the first building permit.

- (C) Prior to commencement of construction:

- (i) Prior to commencement of any construction or in conjunction with the commencement of material site work for the Planned Development on the Subject Property, the Petitioner shall cause to be demolished the existing structures on 406 Monaville Road, and shall thereafter remove and properly dispose of all demolition and other debris from the Subject Property, and properly cap all wells and abandon any septic systems. It is acknowledged and agreed the structures located at 500 Monaville Road may be subject to a post-closing occupancy and, as such, may be

razed after the commencement of material site work on the east side of the Subject Property.

- (ii) The Petitioner shall convey a non-exclusive easement to CLCJAWA for the water main of approximately six hundred feet (600') in length, which water main is already located on the Subject Property along Cedar Lake Road, which easement shall be provided by or approved by the attorney for CLCJAWA.
 - (iii) The Petitioner shall, at its sole expense, construct or pay for the construction of all stormwater management, all sanitary sewer and water system improvements required for the Planned Development, all in accordance with the final engineering which will be approved by the Village.
 - (iv) The Petitioner shall pay all required developer school and park impact fees prior to the commencement of construction. The Petitioner has also agreed to voluntarily pay builder transition permit fees as provided by Section 8-5-2 of the Lake Villa Village Code at the time individual building permits are issued to the Petitioner.
 - (v) The Petitioner shall secure in writing all permits and approvals from the Village, from CLCJAWA, from LCDOT, and from the IEPA for sewer, water and storm sewer service for the Planned Development.
 - (vi) The Petitioner shall file with the Village Treasurer an irrevocable letter of credit in a form acceptable to the Village Attorney and in an amount equal to one hundred twenty-five percent (125%) of the estimated cost to complete the required on-site and off-site improvements as a performance guarantee for all required on-site and off-site improvements for the Planned Development, which letter of credit shall remain in effect until the Planned Development is completed, including but not limited to the multi-purpose paths, and would be subject to reduction as costs are paid, from time to time. In the event the letter of credit is issued by a bank without an office in Illinois, Ohio, Michigan, Indiana, Pennsylvania, or Iowa, then Petitioner agrees to include an additional sum of up to \$5,000 in such letter of credit to reimburse the Village for reasonable travel expenses which may be incurred during presentation of the letter of credit, if applicable.
- (D) Within six (6) months of the Petitioner's acquisition of the Subject Property, the Village shall establish a back-up Special Service Area for the Planned Development with a maximum SSA special tax rate not to exceed .10%. The Petitioner's maintenance obligations for the Planned Development will be secured by such back-up Special Service Area and shall be subject to a 30-day notice and cure period for the following maintenance and other purposes:
- (i) Infrastructure, including but not limited to streets, water and sanitary sewer services, and a permanent blanket easement in favor of the Village for same, stormwater

- management improvements, sidewalks, and landscaping. However, this does not include any water mains and sanitary sewer mains, if any, which will be dedicated to and maintained by the Village;
- (ii) Maintenance of common areas and amenities;
 - (iii) Snow removal and ice control within the Planned Development; and
 - (iv) Payment of any unpaid water and sewer bills.

The Village will not levy any special taxes to fund said back-up Special Service Area so long as the Petitioner complies in a timely manner with all of its maintenance obligations for the Planned Development.

- (E) Prior to the issuance of the final Certificate of Occupancy for the Planned Development, the Petitioner shall provide to the Village “as built” final plans showing the precise location of all improvements on or related to the Subject Property, including all buildings, utilities, sewer mains, water mains, streets, sidewalks, paths, detention or retention ponds, drainage swales and other stormwater management facilities. The Village acknowledges that Petitioner may apply for temporary or final Certificates of Occupancy on a building-by-building basis and that the Planned Development may be completed in one or more phases, which phases will be divided by the creek and partial “as-builts” relative to one or more of such phases shall be provided to the Village by the Petitioner.
- (F) The Final Plat of Subdivision for the Planned Development shall include the dedication to the Village of a blanket, non-exclusive easement over, under, across, and through the entire Subject Property for the purpose of maintenance by the Village of the public water and sewer mains at such times and in such circumstances as the Village deems expedient, but the Village will have the right but not the obligation to do so.
- (G) The Petitioner shall also record in favor of the Village and the Lake Villa Fire Protection District a permanent, non-exclusive blanket access easement over the Subject Property for police protection, fire and EMS services, and building inspection services.

- (H) The final engineering for the Planned Development shall include final engineering for the design and construction of two (2) multi-use paths, each with a minimum width of eight (8) feet, one which shall be installed within Monaville Road (on the North side) and one within Cedar Lake Road (along the West side) which shall be constructed of a hard surface material of either asphalt or concrete, subject to receipt of all applicable approvals.
- (I) The Petitioner shall record at the same time as the Plat of Subdivision a Conservation Easement substantially in the form of Exhibit C attached hereto and thereby made a part hereof in favor of the Village over the natural buffer being preserved along the Northern boundary of the Subject Property, which Conservation Easement shall give the Village the right, but not the obligation, to use best management practices to preserve this buffer should the Petitioner fail to do so.
- (J) In the sole discretion of the Village and only if requested by the Village in writing, in lieu of constructing said public multi-use paths during the construction of the first phase of the Planned Development, the Petitioner shall be required to deposit with the Village Treasurer good funds for the future design and construction of such multi-use paths in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of the construction and the construction engineering supervision for such improvements, which estimate shall be provided by or approved by the Village. If Petitioner deposits such funds after being requested to do so by the Village, the Village acknowledges and agrees that the Petitioner will be immediately released from any and all obligations or responsibilities with regard to the construction or installation of such multi-use paths, and any remaining unused balance of funds will be released to Petitioner.
- (K) During both the construction and operation of the Planned Development, the Petitioner shall, at its expense, comply with all of the endangered species consultation

recommendations of the Illinois Department of Natural Resources relative to Blanding's Turtles and Osprey, as follows:

- a. Blanding's Turtle:
 - (i) All on-site personnel shall be educated by the Petitioner about this species and be instructed to stop work immediately and contact the Department (Brad Semel, Natural Heritage Division, 815-675-2386, Ext. 216) if any such turtles are encountered in the project area.
 - (ii) Fliers with photos of adult and juvenile Blanding's turtles, and life-history information, shall be distributed by the Petitioner to personnel and to the Petitioner's contractors and subcontractors.
 - (iii) Exclusionary fencing as approved by the Village Administrator shall be installed by the Petitioner, at the Petitioner's expense, around any area disturbed by the Planned Development during construction and thereafter to partition off any wetland areas before the active season of such turtles (March 1st – November 1st).
 - (iv) Exclusionary fencing shall be trenched into the ground (a minimum of 4 inches), and inspected daily for Blanding's turtles by the Petitioner or by its agent(s).
 - (a) Fencing shall be installed by the Petitioner, at the Petitioner's expense, with turnarounds at open ends and at any access openings needed in the fencing, in order to redirect animals away from openings.
 - (v) Excavations shall be inspected daily by the Petitioner for trapped wildlife and safely covered overnight. Soil or other potential turtle nesting medium stockpiles shall also have exclusionary fencing installed around the perimeter to discourage turtle nesting and potential harm to the animals.
 - (vi) A permanent exclusionary barrier as approved by the Village Administrator between any wetlands and the project site shall be incorporated into project plans and installed by the Petitioner, at the Petitioner's sole expense, to prevent turtles from entering areas where they may be adversely impacted by daily activity. Such barrier shall include turnarounds where needed and shall be trenched by the Petitioner into the soil a minimum of 4 inches.
- b. Osprey:
 - (i) Tree removals by the Petitioner and/or by its agent(s) shall be done outside of the nesting period of between April 1st and July 31st, inclusive;
 - (ii) If these dates cannot be accommodated, the Petitioner shall request the IDNR to conduct a nest survey to determine whether Osprey are utilizing trees for nests.
- c. If additional protected resources are unexpectedly encountered during the Planned Development's construction and operations, the applicant must comply with the applicable IDNR and federal statutes and regulations.
- d. No take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code and other applicable authority.

e. To help protect native wildlife and enhance natural areas in the project area, the Petitioner and its tenants and agents shall comply with the following lighting standards for all temporary and/or permanent lighting for the construction and/or operation of the Planned Development in order to minimize adverse effects to wildlife:

- (i) All lighting shall be fully shielded fixtures that emit no light upward.
- (ii) Only “warm-white” or filtered LEDs (CCT < 3,000 K; S/P ratio < 1.2) shall be used to minimize blue emission.
- (iii) The only lighting used on the Subject Property shall be limited to the exact space and those lumens needed to meet the Planned Development’s safety requirements.
- (iv) The Petitioner shall avoid over-lighting if LEDs are used.

(L) Fees and Costs: In compliance with applicable provisions of the Village of Lake Villa Village Code, including but not limited to Title 10, “Zoning Regulations”, Title 11, “Subdivision Regulations”, and Section 1-5-3, “Debts and Legal Obligations Due to the Village” thereof, the Petitioner is and shall be required to timely pay all applicable fees and costs and/or to reimburse the Village for any and all costs incurred by the Village relating to the Planned Development on the Subject Property and any approvals related thereto (including but not limited to review and preparation of documents for granting the final approval thereof and enforcement of such approvals), including any costs associated with the review and approval of plans and other documents prepared or to be prepared by the Petitioner relative to the Planned Development. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Subject Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate. The Village shall provide a tax-exempt letter to the Petitioner but only relative to materials used to construct public improvement(s) to be owned by or dedicated to the Village.

(M) Binding Effect: The rights and obligations set forth in this Ordinance shall be and are binding upon and inure to the Petitioner and upon any and all of the Petitioner's heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property. To the extent that a successor becomes bound to the obligations created herein pursuant to a transferee assumption agreement acceptable to the Village, and such successor demonstrates to the Village that it has the financial viability to meet the obligations herein, the Petitioner shall be released from its obligations under this Ordinance to the extent of the transferee's assumption of such liability. The failure of the Petitioner to provide the Village with an enforceable transferee assumption agreement as herein provided shall result in the Petitioner remaining fully liable for all of its obligations under this Ordinance but shall neither preclude a transfer nor relieve the transferee of its liability for all such obligations as a successor to Petitioner. Notwithstanding the foregoing, Petitioner may assign its rights and obligations set forth in this Ordinance to one or more affiliates, which affiliate(s) will become the fee simple owner of the Property, and the Village consents to such assignment to Petitioner's affiliate(s) without the need for a transferee assumption agreement, but the assignment of this Ordinance and the approvals herein provided to any third party other than an affiliate of the Petitioner shall require such a transferee assumption agreement executed by such third-party transferee and the written consent of the Corporate Authorities of the Village.

(N) Indemnification:

- (1) The Village agrees to cooperate with the Petitioner, and/or its successors and/or assigns, in defending any action which contests any aspect of this Ordinance or of the rezoning of the Subject Property and Conditional Use for a Planned Development which are granted final approval herein. The Petitioner, for itself individually as well as on behalf of its successors and/or assigns, agrees to hold harmless and indemnify

the Village, its elected and appointed officials, officers, employees, and other agents (the “Indemnified Village Parties”) relative to any such actions and/or costs, claims, or expenses relative thereto, and all costs, including attorneys’ fees, incurred by the Village in connection therewith (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Village Parties) shall be paid for by the Petitioner or reimbursed to the Village by the Petitioner. The Village may require a reasonable deposit by the Petitioner to cover any such anticipated costs.

- (2) The Petitioner hereby undertakes and agrees, to the greatest extent permitted by law, to indemnify, defend, save and keep harmless the Indemnified Village Parties from and against any loss, cost, damage, liability, claim or expense, including attorneys’ fees, which any of the Indemnified Parties may suffer, incur or sustain from or arising out of any injuries to or death of any person or persons, or damage to or loss of any real or personal property, including but not limited to damage to the Subject Property and/or to the property of tenants or invitees of the tenants, including but not limited to damages due to or resulting directly or indirectly from the Subject Property and/or from any use and/or occupancy of the Subject Property and/or from the Conditional Use Permit for a Planned Development herein granted (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Village Parties).

(O) Remedies:

- (1) Any violation of this Ordinance shall also be deemed a violation of the Village of Lake Villa Zoning Code and the Lake Villa Village Code and each day such a violation exists or continues shall constitute a separate offense. As provided in the Village of Lake Villa Village Code, each such offense shall be punishable by a

mandatory minimum daily fine of not less than \$100.00 per day and not more than \$750.00 per day as respectively provided by the Village of Lake Villa Zoning Regulations and the Lake Villa Village Code, which fines shall be imposed either by the Circuit Court of Lake County, Illinois, and/or, at the Village's election, through the Administrative Adjudication System of the Village. The Village shall also have the right to seek both specific performance and/or injunctive relief to enforce this Ordinance.

- (2) In the event the Petitioner, and/or its successors and/or assigns, fails to timely pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance or pursuant to the other applicable ordinances of the Village, or if the Petitioner otherwise violates this Ordinance, or is otherwise in default in its obligations under this Ordinance, and has been notified of and failed to cure such default within thirty (30) days after receipt of such notice by the Petitioner and/or its successor(s) and/or assign(s), the Village shall be entitled to all remedies available at law and/or in equity and, in addition to all other remedies available including those otherwise set forth in this Ordinance, the Village may suspend, or decline to issue any building or other permit, license(s), or approvals required by the ordinances of the Village and/or the Village may suspend or revoke the Conditional Use Permit herein granted. Such notice as required by this Subparagraph 2 may be sent via email and/or via U.S. Certified Mail, Return Receipt Requested, and Postage Prepaid.

- (P) Severability Clause: It is the intention of the Corporate Authorities that this Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, provision, part, or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. If any

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

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

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

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law but only: (i) upon the conveyance of title to the Subject Property to Redwood USA LLC or to its special purpose entity, and (ii) and the Petitioner's acceptance thereof evidenced by the execution of the Acceptance as provided below by an authorized agent of the Petitioner or its special purpose entity and the presenting to the Village Administrator written evidence of ownership of the Subject Property in the form of a recorded deed. However, the approval(s) granted by this Ordinance shall have no force or effect unless and until the Petitioner has caused a duly authorized person to execute and thereafter file with the Village such unconditional acceptance in the form entitled "Acceptance" attached hereto and by this reference incorporated herein and made a part hereof (the "Acceptance"); and provided further that, if the Petitioner does not so file with the Village the executed Acceptance within sixty (60) days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke all approvals granted in this Ordinance. The foregoing notwithstanding, nothing shall require or obligate Petitioner to commence construction on the Subject Property as contemplated in this Ordinance, but the Petitioner shall be obligated to complete the Planned Development in a timely manner (subject to force majeure, including adverse weather conditions and inability to procure materials) once the Petitioner receives the first building permit.

SECTION 7: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form after this Ordinance is in full force and effect as set forth above. The Village Clerk is also hereby directed to record a certified copy of this Ordinance, with all attachments, with the Lake County Recorder of Deeds.

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

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2023.

James McDonald, Mayor,
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this _____ day of _____, 2023.

ACCEPTANCE

The undersigned on behalf of the Petitioner, Redwood USA LLC as the Petitioner, and its successors and assigns, hereby states that the undersigned is a duly authorized agent of the Petitioner and on behalf of such Petitioner hereby accepts, consents to and agrees to the terms, conditions, and restrictions of the foregoing Ordinance this ____ day of _____, 2023.

PETITIONER:

Redwood USA LLC

By: _____

Name: Kevin Kwiatkowski

Its Executive Vice President

GROUP EXHIBIT A

2023 APPROVED PLANS

PUBLICATION NOTE: The following Exhibits are on file with the Village of Lake Villa Village Clerk:

- (A) Final Engineering, Final Site Development Plans for Watermains, Sanitary Sewers, Streets, Street Lighting, and Drainage Improvements prepared by CEMCON, Ltd. dated June 30, 2023 and last revised August 22, 2023 (Pages 1-28);
- (B) Auto-turn Exhibit prepared by CEMCON, Ltd., prepared August 7, 2023 (Pages 1-3)
- (C) Photometric Plans prepared by MPG Architects and dated August 23, 2023;
- (D) Stormwater Management Maintenance and Monitoring Plan (undated);
- (E) Landscape Plan prepared by CT Consultants dated July 6, 2023 and last revised August 15, 2023 (Pages L-1 through L-6)
- (F) Preliminary Floor Plans and Elevations prepared by Mann Parsons Gray Architects and CT Consultants last revised on August 15, 2022 and September 8, 2022; and
- (G) Material Board Samples prepared by Redwood USA LLC dated August 15, 2022.

EXHIBIT B

FORM OF LETTER OF CREDIT

(Issuer's Letterhead)

IRREVOCABLE LETTER OF CREDIT NO. _____

Date: _____

Expiration Date: _____

Amount: _____

Applicant/Permittee: _____
(Name)

(Address)

(City, State, Zip Code)

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

PERMITTEE: _____

ADDRESS OF PROJECT: _____

BUILDING PERMIT NO. _____

Dear Beneficiary:

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

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

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

Notwithstanding the expiration date stated above, this Letter of Credit shall continue in full force and effect and shall not expire unless and until the Village has been given written notice by certified mail, return receipt requested, that the Letter of Credit is about to expire. The Letter of Credit shall thereafter expire thirty-five (35) days after said notice, but no sooner than the above-described expiration date.

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

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

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

Very truly yours,

("Bank")

By: _____
President

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary

EXHIBIT C

FORM OF CONSERVATION EASEMENT AGREEMENT

DECLARATION OF CONSERVATION
AND DRAINAGE EASEMENTS AND
COVENANTS, CONDITIONS AND RESTRICTIONS

RE: Outlot ____ Re: Redwood of Lake Villa
Planned Development

THIS DECLARATION is made this _____ day of _____, 20__, by and between REDWOOD _____, LLC, an Ohio limited liability company, whose address is 7007 E. Pleasant Valley Road, Independence, Ohio 44131 (hereinafter "Grantor" or "Redwood") and the VILLAGE OF LAKE VILLA, an Illinois municipal corporation, whose address is 65 Cedar Avenue, Lake Villa, IL 60046 (hereinafter the "Village"):

WITNESSETH:

The following recitals are a material part of this Declaration:

A. Grantor is the owner in fee simple of certain real property legally described as follows:

[INSERT LEGAL DESCRIPTION]

(the "Subject Property")

Permanent Real Estate Index Number: _____

Common Address of real estate: Outlot ____ located along the North property line of P.I.N. 06-08-100-048.

Prepared by and after recording, please return to:

Mr. James P. Bateman
Bateman Law Offices, Ltd.
800 Hart Road, Suite 311
Barrington, IL 60010
Telephone (847) 381-7840

(02/14/23)

B. Grantor has purchased in fee simple title the Subject Property and intends to develop the same; and
C. The Village is the beneficiary of the conservation and drainage easements herein established by the Grantor; and

D. Portions of the Subject Property are valuable as natural habitat for wildlife and a natural setting for native flora, such portions being more particularly described on attached Exhibit A (the "Easement Area"); and

E. It is the desire of Grantor and the Village that by the recording of this Declaration, the easements, covenants, conditions, restrictions, charges and liens created herein shall govern and control the Easement Area so as to create and provide a continued means to preserve, restore and/or maintain the Easement Area as nearly as practicable in its pre-settlement condition as open space and a natural area; and

F. Grantor also desires to establish and reserve a permanent, non-exclusive drainage and access easement over the Easement Area in favor of the Village, subject to the terms and conditions of this Declaration.

NOW THEREFORE, in consideration of the foregoing, the sum of Ten and No/100's Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Declaration.** Grantor hereby declares that the Easement Area shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, which are hereby granted by Grantor and which shall run in perpetuity with the Easement Area and be binding in perpetuity on all persons and/or entities having any right, title or interest in and to all or any portion of the Easement Area, and their respective heirs, successors and assigns, and such easements, covenants, conditions, and restrictions shall inure to the benefit of both the Grantor and the Village and shall be jointly or severally (i.e., separately) enforceable by either the Grantor or the Village. The owner or owners of record from time to time of the Easement Area shall maintain the Easement Area in accordance with the easements, covenants, conditions and restrictions contained herein.
2. **Recitals Incorporated by Reference.** The provisions of the aforestated recital paragraphs are incorporated herein by this reference as if they had been fully set forth in the text of this Declaration.
3. **Conservation Easement.** Subject to the terms of this Declaration and for the purposes stated within this Declaration, the Grantor hereby declares and reserves to itself, and also grants, gives, and conveys to the Village a conservation easement in perpetuity in, to, and on the Easement Area.
 - A. **Affirmative Conservation Covenants.** The Easement Area shall at all times be used only for the following purposes or for any of them:
 - (1) To preserve the aesthetic and ecological quality of the Easement Area;
 - (2) To promote natural and scenic enjoyment and to protect the ecological systems and water resources in, on, and surrounding the Easement Area;

- (3) To preserve or aid in the restoration and preservation of all types of wild nature, including natural and/or restored natural areas, features and objects;
- (4) To promote the study of ecology, natural history, conservation and plant and animal life, and to promote education in nature preservation and conservation; and
- (5) To establish a nature reserve, sanctuary, and protected area for educational, scientific, aesthetic and groundwater recharge purposes.

B. **Negative Covenants.** Within the Easement Area, Grantor, the Village, and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, invitees, subsidiaries, affiliates, successors, grantees and assigns shall be restricted as follows:

- (1) No building, outbuilding, or other structure or improvement, whether for temporary or permanent use, including, but not limited to signs, tents, trailers, mobile homes, shacks, sheds, garages, barns, tree houses, and patios shall be placed, permitted, or constructed upon or within the Easement Area, except utility facilities, structures, and appurtenant equipment and improvements as permitted by existing easements or as otherwise mutually agreed to by Grantor and the Village, and consistent with the applicable ordinances of the Village, including but not limited to its Zoning Regulations, and Village of Lake Villa Ordinance No. _____ and Ordinance No. _____ providing for preliminary and final approval of the Redwood of Lake Villa Planned Development;
- (2) No fences shall be placed, permitted or constructed upon or within the Easement Area, by Grantor or its agents except when required by sound conservation practices, generally accepted natural resource management, and/or sound engineering and storm water management practices, as determined and as approved in writing by the Corporate Authorities of the Village.
- (3) No part of the Easement Area shall be used or caused to be used, or authorized in any way, directly or indirectly, for any commercial, manufacturing, mercantile, storage, vending or other related purpose;
- (4) No horses, livestock, poultry, or the like, shall be kept or maintained in, on or upon the Easement Area, and no grazing of domestic animals shall be permitted in, on, or upon the Easement Area;
- (5) No billboard or other advertising device of any character shall be erected or maintained upon any part of the Easement Area. The owner of the Subject Property may erect such identification and directional signs as may be permitted from time to time as exempt sign(s) pursuant to the applicable provisions of the Village's Zoning Regulations or as otherwise approved by the Village;
- (6) No refuse, trash, debris, vehicle bodies or parts, junk, waste or unsightly or offensive material shall be placed, stored or dumped on the Easement Area;

- (7) All reasonable and necessary steps shall be taken by the owner or owners of record from time to time of such Easement Area to preserve and protect all indigenous trees and other indigenous vegetation (hereinafter collectively referred to as “indigenous vegetation”) of good quality, which shall be maintained and/or replanted wherever possible. No activities shall be conducted in the Easement Area which shall impair the restored, pre-settlement condition of the indigenous vegetation of the Easement Area and no trees, grasses, or other vegetation shall be cut or otherwise destroyed except for the following activities which shall be permitted and subject to the conditions set forth below:
- (a) Non-indigenous plant species may be cut, removed, or otherwise destroyed to return the Easement Area to, or maintain the Easement Area in a natural or restored natural pre-settlement condition, and, all trees and other plant material may be allowed to die and decay naturally consistent with sound conservation practices and generally accepted natural resource management practices so as to assure the continued ecological balance and vitality of the Easement Area; and
 - (b) As may be required by sound conservation practices and generally accepted natural resource management practices, including, but not limited to controlled burns consistent with the provisions of the Village of Lake Villa Village Code and other applicable laws, statutes, rules and regulations, provided, however, there shall be no removal, destruction, or cutting of any indigenous trees on or within the Easement Area (except those species of trees as may now be exempt or may hereafter be made exempt from protection pursuant to the applicable provisions of the Village of Lake Villa Village Code, or except as otherwise provided for by the Village of Lake Villa Village Code or other applicable Village ordinances), but only with the prior written approval of the Corporate Authorities of the Village.
 - (c) No non-indigenous species shall be planted or otherwise introduced in the Easement Area but indigenous vegetation may be planted on or within the Easement Area, and other conservation techniques may be employed on or within the Easement Area consistent with sound conservation practices and generally accepted natural resource management practices so as to assure the continued ecological vitality of the Easement Area.
- (8) No hunting or trapping shall be permitted within the Easement Area except as necessary to keep the animal population within the numbers consistent with sound conservation practices and generally accepted natural resource management practices so as to assure the continued ecological balance and vitality of the Easement Area;

- (9) No manipulation or alteration of existing drainage, natural water courses, wetlands, or other bodies of water or activities or uses detrimental to water quality shall occur on or within the Easement Area if it shall reduce the storm water storage capacity of the Easement Area;
- (10) The grade of the Easement Area shall not be changed or altered, and there shall be no excavation, filling, dredging, mining or drilling, removal of loam, topsoil, sand, gravel, rock, minerals or other materials, except such filling or minor excavation may be permitted if consistent with sound engineering and/or storm water management practices, sound conservation practices and generally accepted natural resource management practices;
- (11) No use of the Easement Area which is inconsistent with, which conflicts with, or which interferes with, hinders, or obstructs the purposes and rights granted by this Declaration shall be permitted on or within the Easement Area;
- (12) No operation of snowmobiles, dune-buggies, motorcycles, four-wheel drive vehicles, or any motorized vehicles shall be permitted upon or within the Easement Area, provided, however, this restriction shall not prohibit the use of such vehicles on the Easement Area to respond to an emergency or to facilitate the care, maintenance, and/or restoration of the Easement Area consistent with this Declaration; and
- (13) No acts or uses inconsistent with sound conservation practices, generally accepted natural resource management practices, and/or sound engineering and/or storm water management practices, with the exception and to the extent and as necessary to comply with the easements set forth herein.

4. **Drainage Easement.** Subject to the terms of this Declaration and for the purposes stated within this Declaration, the Grantor hereby grants and conveys to the Village and its successors and/or assigns, a permanent, non-exclusive blanket drainage easement over the Easement Area to permit and require that the Easement Area receive existing storm water run-off from other properties within the vicinity of the Easement Area and other lands tributary thereto, and the Grantor and any other owner from time to time of the Easement Area agree to receive such storm water in, on, upon, over, under, across, along, and through the Easement Area consistent with sound conservation practices, generally accepted natural resource management practices, and/or sound engineering and/or storm water management practices.

5. **Enforcement.**

- A. The use, care, maintenance, repair, reconstruction and improvement of the Easement Area consistent with this Declaration shall be the right and obligation of the owner or owners of record from time to time of the Easement Area, including but not limited to the Grantor, and shall specifically include maintaining the Easement Area in a condition consistent with this Declaration; and

- B. The Village shall have the separate right, but not the obligation to exercise such right, to enforce, by any proceeding at law or in equity, including an action for specific performance of any and all easements, covenants, conditions, and restrictions now or hereafter imposed by the provisions of this Declaration.
6. **Responsibility for Claims; Indemnity.** By its retaining and/or by its acceptance of title to the Easement Area, the Grantor and other owner or owners of record from time to time of the Easement Area, for their respective heirs, successors, and/or assigns, assume the sole and entire responsibility to the Village and its officers, employees, agents, contractors, affiliates, successors, grantees and assigns (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests, invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively, the “Indemnitees”) (but the obligations of Grantor and other owner(s) of the Easement Area shall be exclusively to the Indemnitees) for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to any negligence, any intentional act, and/or any other act or omission, in the use, operation, maintenance, and/or improvement of the Easement Area (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnitees), and during the respective ownership of Grantor and other owners, said owner or owners hereby release the Indemnitees from any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, but not limited to, reasonable attorneys fees and litigation costs incurred by Indemnitees in connection therewith) and for damage or destruction of the Easement Area, that may arise from such use or misuse of the Easement Area (including, but not limited to, any and all such liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense) provided, however, this shall not release Indemnitees from liability that may arise as the sole result of Indemnitees’ actions or as the sole result of Indemnitees’ negligence, willful misconduct, or breach of any covenants contained herein. The owner or owners of record from time to time of the Easement Area hereby also agrees to indemnify, defend and hold the Indemnitees harmless from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, but not limited to, reasonable attorneys’ fees and litigation costs incurred by Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to any negligence, any intentional act, and/or any other act or omission, in the use, operation, maintenance, and/or improvement of the Easement Area, provided, however, Grantor and other owner(s) do not agree to indemnify, defend and hold any Indemnitee harmless for any liability which is solely due to that Indemnitee’s actions or as a sole result of that Indemnitee’s negligence, willful misconduct or breach of any covenants contained herein.
7. **Covenants, Conditions, Restrictions, and Easements Running with the Land.** All provisions of this Declaration, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate

in, the Easement Area. Each owner of all or any portion of the Easement Area, and all subsequent owners thereof, by acceptance of a deed to all or any portion thereof, whether or not it shall be so expressed in such deed, shall be deemed by such action to covenant and agree to be bound by each and every easement, covenant, condition, restriction, charge and lien created or recited herein. In furtherance thereof, this Declaration shall be recorded against, and deemed as easements, covenants, conditions, restrictions, charges and liens running with and binding upon, the Easement Area in perpetuity.

8. **Transfer by Grantor.** The respective rights and interests of the Village and of Grantor in this Declaration shall not be separated from the remainder of the Subject Property unless, at the request and option of Grantor, conveyed to a public agency or a not-for-profit corporation qualified to accept same and approved in writing by the Corporate Authorities of the Village, the approval of which shall be not be unreasonably withheld by the Village.
9. **Access to the Easement Area.** The Village shall have a right of ingress and egress and access in, on, upon, over, under, across, along and through the Easement Area at reasonable times and only for its officers, employees, agents, and contractors, authorized persons to and from the Easement Area as reasonably necessary to monitor Grantor's compliance with and to fulfill the purposes of this Declaration and for purposes of the Conservation and Drainage Easements herein granted, provided that such entry shall only be upon advance notice to the Grantor or its successor(s) and/or assign(s), except where the Village determines that an emergency or other exigent circumstance(s) exists which makes such notice to the Grantor impractical.
10. **Compliance with All Laws.** All construction, maintenance, repair, replacement, and reconstruction of the Easement Area shall comply with all applicable laws, ordinances, building codes and regulations of general application (collectively, "Laws"), including but not limited to the Village of Lake Villa Village Code and the Zoning Regulations which are part thereof. This Declaration does not abrogate or supersede any applicable laws requiring the parties to obtain permits, licenses, inspections or approvals in order to perform any construction, maintenance, repair, replacement and reconstruction, as may be necessary on the Easement Area as contemplated herein.
11. **Notices.** All notices and other communications given pursuant to this Declaration shall be in writing and shall be deemed properly served if delivered upon personal delivery, on the first (1st) business day following delivery to an overnight courier service or on the third (3rd) business day after deposit in the US. Mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to the Grantor/Village: Village Administrator
 Village of Lake Villa
 65 Cedar Avenue
 Lake Villa, IL 60046

With a copy to: Bateman Law Offices, Ltd.
800 Hart Road, Suite 311
Barrington, IL 60010

If to Grantor: _____

With a copy to: _____

or to such other address as one party may serve upon the other party through notice as set forth in this Paragraph.

12. **Construction of Declaration.** The rule of strict construction does not apply to this Declaration. This Declaration shall be given a reasonable construction so that the intention of the parties to confer commercially usable rights on the Village and the Grantor is carried out.
13. **Gender.** Wherever appropriate in this Declaration, words importing the masculine gender include the feminine and/or neuter, words importing the feminine gender include the masculine and/or neuter, words importing the neuter include the masculine and/or feminine, words importing the singular number include the plural, and words importing the plural number include the singular.
14. **Severability.** If any portion of this Declaration shall be held invalid or unenforceable by legislation, judicial decision or any other reason, the valid and enforceable provisions, or those valid and enforceable portions thereof, shall remain in full force and effect.
15. **Amendments.**
 - (a) This Declaration may be amended by an instrument executed and acknowledged by all of the owner or owners of record of the Easement Area, by an authorized LLC Manager of Redwood _____, LLC who has been duly authorized for such purpose, and by the Mayor and Village Clerk of the Village upon the direction of the Corporate Authorities of the Village provided, however, any such amendment shall become effective upon its recordation in the Office of the Recorder of Deeds of Lake County.
 - (b) The foregoing covenants and restrictions contained in this Declaration are intended to maintain the Easement Area in perpetuity provided, however, that if any of the privileges, covenants, conditions, restrictions, easements, liens, rights, or interests created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue in force and

effect only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Joe Biden.

16. **Governing Law.** This Declaration shall be construed and enforced pursuant to the laws of the State of Illinois.
17. **Counterparts.** This Declaration may be executed by each of the parties hereto in separate counterparts, and when affixed together after such separate execution, such counterparts shall have the same force and effect as if all the parties had executed it as a single document.

IN WITNESS WHEREOF, the undersigned, being the parties hereto, have hereunto executed this Declaration as of the day and year first above written.

ACKNOWLEDGED AND AGREED TO BY:

REDWOOD _____, LLC, Grantor

By: _____
[Print Name] _____
One of Its Managers and Its Duly Authorized Agent

VILLAGE OF LAKE VILLA

By: _____
Its Mayor

ATTEST: _____
Its Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify, that JAMES McDONALD, Mayor of the Village of Lake Villa, and MARY KONRAD, Village Clerk of the Village of Lake Villa, not personally, but as officers of the Village of Lake Villa as aforesaid, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village of Lake Villa for the uses and purposes therein set forth, and the said Village Clerk then and there acknowledged that she did affix the corporate seal of said Village of Lake Villa to said instrument as her own free and voluntary act and as the free and voluntary act of said Village of Lake Villa, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

My commission expires: _____

Notary Public

* * * * *

STATE OF OHIO)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that _____, personally known to me to be an Authorized Manager and duly authorized agent of REDWOOD _____, LLC, an Ohio Limited Liability Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given as the Authorized Manager of said Limited Liability Company as his free and voluntary act, and as the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

My commission expires: _____

Notary Public

11/02/23

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-____-____

AN ORDINANCE APPROVING AND
AUTHORIZING EXECUTION OF AN AGREEMENT
FOR THE LEASE OF CERTAIN PROPERTY IN INSTALLMENTS

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS ____ DAY OF _____, 2023

Published in pamphlet form by the Corporate Authorities of the Village of Lake Villa, Lake
County, Illinois, this ____ day of _____, 2023.

AN ORDINANCE APPROVING AND
AUTHORIZING EXECUTION OF AN AGREEMENT
FOR THE LEASE OF CERTAIN PROPERTY IN INSTALLMENTS

WHEREAS, the Corporate Authorities of the Village of Lake Villa (the “Village”) deem it advisable and necessary for the health, safety, and welfare of the residents of the Village to provide for the lease of certain personal property in the nature of vehicles for use by the Village (the “Property”); and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Village is authorized to lease and/or purchase real and personal property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in monthly installments during a period of not exceeding twenty (20) years; and

WHEREAS, Enterprise Fleet Management, Inc. has agreed to finance the Village’s 2023-2024 lease/purchase of Fleet Vehicles for the Village’s lease of a 2023 Dodge Durango Police Pursuit 4-door all-wheel drive vehicle (the “Property”) for a monthly lease charge of \$830.01, payable in sixty (60) equal monthly lease installments; and

WHEREAS, it is hereby estimated and determined that the Village does not presently have the funds to purchase the Property, but funds for the Village’s lease of the Property shall in the future be available therefor; and

WHEREAS, the Corporate Authorities of the Village have previously authorized the execution of lease agreements with Enterprise Fleet Management, Inc.; and

WHEREAS, federal, state, and local government agencies have determined that utilizing cooperative purchasing and fleet management can save significant time and money by lowering the net vehicle cost(s) ; and

WHEREAS, the Village is a member of an intergovernmental purchasing cooperative; and

WHEREAS, following a competitive proposal process, the Village of Lake Villa awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management and Enterprise Fleet Management Trust followed the same process that the Village would follow for the public procurement, including publicly advertising the bid, analyzing the responses from any proposers, and entering into a contract with the awarded vendor, Enterprise Fleet Management; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to participate in the vehicle leasing program offered by Enterprise Fleet Management for the lease of Village vehicles:

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

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

SECTION 2: The Corporate Authorities of the Village have previously approved a Vehicle Fleet Management Program (the “VFM Program”) with Enterprise Fleet Management for Village vehicles for a term of five (5) years, with an option to renew such Program for an additional five (5) years, provided, however, that any renewal of such VFM Program (and agreement(s) relating thereto) beyond the initial five (5) year term shall be subject to further review and approve of the Mayor and Board of Trustees.

SECTION 3: The Corporate Authorities have received from Enterprise Fleet Management and hereby approve an Open-End (Equity) Lease Rate Quote No. 7543057 for the Village’s lease of a 2023 Dodge Durango Police Pursuit 4-door all-wheel drive vehicle (the “Property”) for a monthly lease charge of \$830.01, payable in sixty (60) equal monthly lease installments for use by the Village’s Police Department, a copy of which Quote is attached hereto as Exhibit A.

SECTION 4: The Mayor is hereby authorized to execute and the Village Clerk is authorized to attest on behalf of the Village a Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management for the aforesaid 2023 Dodge Durango Police Pursuant vehicle in substantially a form which is subject to final review and approval by the Village Attorney.

SECTION 4: The Mayor, Village Administrator, and the Village Treasurer have each been authorized to take any actions necessary and/or essential to facilitate fleet leasing, fleet maintenance, and fleet rental during the term of the VFM Program and the terms of related agreements for the lease and/or purchase of vehicles for use by the Village. including the execution of any documents to carry out the purpose thereof.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval by three-quarters (3/4) of all of the Corporate Authorities, and publication in the manner provided by law.

Passed by a vote of at least three-quarters (3/4) of all of the Corporate Authorities then holding office on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2023.

James McDonald
Mayor, Village of Lake Villa

ATTEST:

Mary Konrad,
Village Clerk

EXHIBIT A

Enterprise Fleet Management Open-End (Equity) Lease Rate Quote No. 7543057



Prepared For: Village of Lake Villa - Police Dept
Strong, Mike
Unit # 27DM2H
Year 2023 Make Dodge Model Durango
Series Pursuit 4dr All-Wheel Drive
Vehicle Order Type In-Stock Term 60 State IL Customer# 627028

Date 10/06/2023
AE/AM COJ/AMM

\$ 38,327.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State <u>IL</u>
\$ 251.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 60.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name TBD
Exterior Color (0 P) White Knuckle Clearcoat
Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse
Lic. Plate Type Municipal Police
GVWR 0

\$ 38,387.00	Total Capitalized Amount (Delivered Price)
\$ 633.39	Depreciation Reserve @ <u>1.6500%</u>
\$ 196.62	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 57.58	Including Management Fee of
\$ 830.01	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00
Physical Damage Management
Full Maintenance Program³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.0000 Per Mile
Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State

\$ 830.01 Total Monthly Rental Including Additional Services

\$ 383.60 Reduced Book Value at 60 Months
\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Village of Lake Villa - Police Dept

BY [Signature] TITLE MAYOR

DATE 10-20-2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction



of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

VEHICLE INFORMATION:

2023 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,228	\$41,415.00
Total Options	\$3,245.00	\$3,605.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$46,068.00	\$46,615.00

SELECTED COLOR:

Exterior: PW7-(0 P) White Knuckle Clearcoat

Interior: X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
22Z	Quick Order Package 22Z	NC	NC
APA	Monotone Paint Application	STD	STD
BCF	800 Amp Maintenance Free Battery	Included	Included
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
DFD	Transmission: 8-Speed Automatic (8HP70)	NC	NC
DKA	2 Speed On Demand Transfer Case	Included	Included
DPM	3.09 Rear Axle Ratio	Included	Included
DR1	230MM Rear Axle (DISC)	Included	Included
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$2,696.00	\$2,995.00
LNF	Black Left LED Spot Lamp	\$549.00	\$610.00
NAS	50 State Emissions	NC	NC
NEX	Dual Rear Exhaust w/Bright Tips	Included	Included
NHA	Engine Oil Cooler	Included	Included
PW7_02	(0 P) White Knuckle Clearcoat	NC	NC
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
Z6J	GVWR: 7,100 lbs	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock Included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints with tilt

Rear Headrest Control: 3 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 4-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Fold Flat Passenger Seat: fold flat passenger seat

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert

LeatherSteeringWheel: leather/metal-look steering wheel

Interior Accents: chrome interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 360-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

11/02/23

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2023-____-____

AN ORDINANCE APPROVING AND
AUTHORIZING EXECUTION OF AN AGREEMENT
FOR THE LEASE OF CERTAIN PROPERTY IN INSTALLMENTS

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS ____ DAY OF _____, 2023

Published in pamphlet form by the Corporate Authorities of the Village of Lake Villa, Lake
County, Illinois, this ____ day of _____, 2023.

AN ORDINANCE APPROVING AND
AUTHORIZING EXECUTION OF AN AGREEMENT
FOR THE LEASE OF CERTAIN PROPERTY IN INSTALLMENTS

WHEREAS, the Corporate Authorities of the Village of Lake Villa (the “Village”) deem it advisable and necessary for the health, safety, and welfare of the residents of the Village to provide for the lease of certain personal property in the nature of vehicles for use by the Village (the “Property”); and

WHEREAS, pursuant to the provisions of Section 11-61-3 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-61-3), the Village is authorized to lease and/or purchase real and personal property for public purposes pursuant to contracts that provide for the consideration for such purchase to be paid in monthly installments during a period of not exceeding twenty (20) years; and

WHEREAS, Enterprise Fleet Management, Inc. has agreed to finance the Village’s 2023-2024 lease/purchase of Fleet Vehicles for the Village’s lease of a 2024 Dodge Durango Police Pursuit 4-door all-wheel drive vehicle (the “Property”) for a monthly lease charge of \$942.33, payable in sixty (60) equal monthly lease installments; and

WHEREAS, it is hereby estimated and determined that the Village does not presently have the funds to purchase the Property, but funds for the Village’s lease of the Property shall in the future be available therefor; and

WHEREAS, the Corporate Authorities of the Village have previously authorized the execution of lease agreements with Enterprise Fleet Management, Inc.; and

WHEREAS, federal, state, and local government agencies have determined that utilizing cooperative purchasing and fleet management can save significant time and money by lowering the net vehicle cost(s) ; and

WHEREAS, the Village is a member of an intergovernmental purchasing cooperative; and

WHEREAS, following a competitive proposal process, the Village of Lake Villa awarded a Fleet Leasing and Management Services contract to Enterprise Fleet Management and Enterprise Fleet Management Trust followed the same process that the Village would follow for the public procurement, including publicly advertising the bid, analyzing the responses from any proposers, and entering into a contract with the awarded vendor, Enterprise Fleet Management; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to participate in the vehicle leasing program offered by Enterprise Fleet Management for the lease of Village vehicles:

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

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

SECTION 2: The Corporate Authorities of the Village have previously approved a Vehicle Fleet Management Program (the “VFM Program”) with Enterprise Fleet Management for Village vehicles for a term of five (5) years, with an option to renew such Program for an additional five (5) years, provided, however, that any renewal of such VFM Program (and agreement(s) relating thereto) beyond the initial five (5) year term shall be subject to further review and approve of the Mayor and Board of Trustees.

SECTION 3: The Corporate Authorities have received from Enterprise Fleet Management and hereby approve an Open-End (Equity) Lease Rate Quote No. 7598109 for the Village’s lease of a 2024 Dodge Durango Police Pursuit 4-door all-wheel drive vehicle (the “Property”) for a monthly lease charge of \$942.33, payable in sixty (60) equal monthly lease installments for use by the Village’s Police Department, a copy of which Quote is attached hereto as Exhibit A.

SECTION 4: The Mayor is hereby authorized to execute and the Village Clerk is authorized to attest on behalf of the Village a Maintenance Management and Fleet Rental Agreement with Enterprise Fleet Management for the aforesaid 2024 Dodge Durango Police Pursuant vehicle in substantially a form which is subject to final review and approval by the Village Attorney.

SECTION 4: The Mayor, Village Administrator, and the Village Treasurer have each been authorized to take any actions necessary and/or essential to facilitate fleet leasing, fleet maintenance, and fleet rental during the term of the VFM Program and the terms of related agreements for the lease and/or purchase of vehicles for use by the Village. including the execution of any documents to carry out the purpose thereof.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval by three-quarters (3/4) of all of the Corporate Authorities, and publication in the manner provided by law.

Passed by a vote of at least three-quarters (3/4) of all of the Corporate Authorities then holding office on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2023.

James McDonald
Mayor, Village of Lake Villa

ATTEST:

Mary Konrad,
Village Clerk

EXHIBIT A

Enterprise Fleet Management Open-End (Equity) Lease Rate Quote No. 7598109

Prepared For: Village of Lake Villa, Illinois Strong, Mike				Date 11/02/2023 AE/AM COJ/AMM	
Unit #					
Year		2024	Make Dodge		Model Durango
Series		Pursuit 4dr All-Wheel Drive			
Vehicle Order Type	Ordered	Term 60	State IL	Customer#	625037
\$ 44,210.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	License and Certain Other Charges State <u>IL</u>		
\$ 251.00		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 360.00		Other: (See Page 2)			
\$ 0.00		Capitalized Price Reduction			
\$ 0.00		Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 44,570.00		Total Capitalized Amount (Delivered Price)			
\$ 735.41		Depreciation Reserve @ <u>1.6500%</u>			
\$ 206.92		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 942.33		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.0500</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Use Tax	<u>0.0000%</u>	State	
\$ 942.33		Total Monthly Rental Including Additional Services			
\$ 445.40		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Vapor Gray

Interior Color (0 I) Black w/Cloth Bucket Seats w/Shift Inse

Lic. Plate Type Muincipal Police

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Vapor Gray
Interior Color	(0 I) Black w/Cloth Bucket Seats w/Shift Inse
Lic. Plate Type	Municipal Police
GVWR	0

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Village of Lake Villa, Illinois

BY	TITLE	DATE
----	-------	------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 360.00
Other Charges Total		\$ 360.00

VEHICLE INFORMATION:

2024 Dodge Durango Pursuit 4dr All-Wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$42,881	\$43,075.00
Total Options	\$3,734.00	\$4,150.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$48,210.00	\$48,820.00

SELECTED COLOR:

Exterior:

PAS-(0 P) Vapor Gray

Interior:

X9-(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
22Z	Quick Order Package 22Z	NC	NC
APA	Monotone Paint Application	STD	STD
BCF	800 Amp Maintenance Free Battery	Included	Included
C5	Cloth Bucket Seats w/Shift Insert	STD	STD
DFD	Transmission: 8-Speed Automatic (8HP70)	NC	NC
DKA	2 Speed On Demand Transfer Case	Included	Included
DPM	3.09 Rear Axle Ratio	Included	Included
DR1	230MM Rear Axle	Included	Included
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$2,803.00	\$3,115.00
LNF	Black Left LED Spot Lamp	\$575.00	\$640.00
NAS	50 State Emissions	NC	NC
NEX	Dual Rear Exhaust w/Bright Tips	Included	Included
NHA	Engine Oil Cooler	Included	Included
PAS_01	(0 P) Vapor Gray	\$356.00	\$395.00
TXQ	Tires: 255/60R18 On/Off Road	STD	STD
UAM	Radio: Uconnect 4 w/8.4" Display	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WBN	Wheels: 18" x 8.0" Black Steel	STD	STD
X9_01	(0 I) Black w/Cloth Bucket Seats w/Shift Insert or Cloth Bucket Seats w/Rear Vinyl	NC	NC
Z6J	GVWR: 7,100 lbs	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper

Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer

Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Interior Accents: chrome interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 360-hp, 5.7-liter V-8 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



LAKE VILLA POLICE DEPARTMENT

65 CEDAR AVENUE, LAKE VILLA, IL 60046

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

Chief of Police
Rochelle Tisinai



October 30, 2023

To: Mayor James McDonald

Ref: IGA with the Village of Fox Lake

Mayor,

I am requesting approval from the Village Board to authorize our Village to enter an IGA with the Village of Fox Lake for use of their jail facility. On September 22, 2023, the Lake County Sheriff's Office notified police departments in Lake County that the Lake County Jail will not be able to accommodate housing prisoners pending first appearance court because they are short staffed. The attached IGA will allow us to keep prisoners at Fox Lake Police Department until they see a judge at First Appearance Court.

Respectfully submitted,

A handwritten signature in black ink that reads 'Rochelle Tisinai'.

Rochelle Tisinai

RESOLUTION
AUTHORIZING EXECUTION OF AN
“INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF FOX LAKE AND THE VILLAGE OF LAKE VIL
REGARDING THE USE OF THE FOX LAKE JAIL FACILITY”

WHEREAS, units of local government are authorized by Article VII, Section 10 of the Constitution of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., to enter into agreements among themselves to:

“ . . . obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance . . . participating units of government may use their credit, revenues, and any other resources to pay costs and to service debt related to intergovernmental activities.”

; and

WHEREAS, the Village of Lake Villa (“Lake Villa”) and the Village of Fox Lake (“Fox Lake”) are each Illinois non-home rule municipal corporations lawfully organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, there has been presented to Lake Villa a certain “Intergovernmental Agreement Between the Village of Fox Lake and the Village of Lake Villa Regarding the Use of the Fox Lake Jail Facility” (hereinafter, the “Intergovernmental Agreement”) which sets forth the responsibilities of each of the parties thereto relative to the use of the Fox Lake jail facility by the Village of Lake Villa; and

WHEREAS, the Corporate Authorities of the Village of Lake Villa find that it is in the best interests of the Village and its residents that Lake Villa enter into the Intergovernmental Agreement with Fox Lake for the purpose of utilizing the Fox Lake jail facility when necessary:

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

SECTION 1: That the Mayor and Board of Trustees of the Village find that the recitals stated in the preamble hereof are true and correct and are hereby incorporated in this Resolution by reference as if fully set forth herein as the findings of fact of the Corporate Authorities of the Village.

SECTION 2: The Corporate Authorities of the Village hereby approve and ratify the Intergovernmental Agreement, and the Mayor is hereby authorized and directed to execute and the Village Clerk is authorized and directed to attest, duplicate original copies of the Intergovernmental Agreement, substantially in the form which is attached hereto as Exhibit A and thereby made a part hereof.

SECTION 3: This Resolution shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

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

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2023.

James McDonald, Mayor

ATTEST:

Mary Konrad, Village Clerk

EXHIBIT A

“INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF FOX LAKE AND THE VILLAGE OF LAKE VIL
REGARDING THE USE OF THE FOX LAKE JAIL FACILITY”

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF FOX LAKE AND
THE VILLAGE OF LAKE VILLA REGARDING THE USE OF THE FOX LAKE JAIL
FACILITY**

This Agreement made and entered into this ____ day of _____, 20____
by and between the Village of Fox Lake, a Municipal Corporation organized under the laws of the State of Illinois and having its principal administrative offices at 66 Thillen Drive, Fox Lake, Illinois, (hereinafter referred to as “Fox Lake”) and the Village of Lake Villa, a Municipal Corporation organized under the laws of the State of Illinois and having its principal administrative offices at 65 Cedar Avenue, Lake Villa, Illinois, (hereinafter referred to as “Lake Villa”);

WITNESSETH

WHEREAS, Fox Lake and Lake Villa are both units of local government and pursuant to Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) are authorized to contract with each other and to otherwise agree among themselves and undertake certain transactions with each other, all as provided more particularly therein; and

WHEREAS, it is in the mutual best interest of Fox Lake and Lake Villa to enter into this Intergovernmental Agreement and to undertake and perform, in a cooperative manner, the obligations herein provided; and

WHEREAS, the Sheriff of Lake County, from time to time, closes the Lake County Jail to prisoners from other Police Departments due to lack of capacity within the Lake County Jail; and

WHEREAS, the Lake Villa Police Department needs to have an alternative place to house its prisoners when the Lake County Jail is closed by the Lake County Sheriff; and

WHEREAS, the Fox Lake Police Department is willing to receive and house Lake Villa’s prisoners under the circumstances and pursuant to the conditions hereinafter stated,

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, Fox Lake and Lake Villa agree as follows:

Section 1: The recitals hereinbefore stated are hereby accepted as stated and are incorporated in this Agreement by this reference as though fully set forth herein.

Section 2: On such occasions when the Lake County Jail is closed by the Lake County Sheriff to the prisoners from other Police Departments and, if on such occasion the Fox Lake Police Department has available space to house a Lake Villa Police Department prisoner, the Fox Lake Police Department will provide such space pursuant to the following terms and conditions:

- A. Lake Villa agrees to be responsible for meals for its prisoners, transportation of its prisoners to and from court and for medical purposes or to reimburse Fox Lake for these costs in an emergency.
- B. Lake Villa agrees to be responsible for damages caused by prisoners to the Fox Lake property and for medical or hospital costs mandated by statute to be paid on behalf of any Lake Villa prisoner.
- C. Lake Villa shall provide all services, including but not limited to the processing, jailing, prisoner checks, bonding out, and releasing of all prisoners transported to the jail facility by Lake Villa.
- D. Lake Villa shall follow the Fox Lake Police Department policies regarding detention of prisoners. A copy of these policies shall be provided to Lake Villa upon passage and approval of this Agreement by both Villages.
- E. Lake Villa agrees to defend, indemnify, and hold Fox Lake harmless for all actions, claims, causes of action, suits, damages, and demand of defenses of any nature whatsoever, which may be brought against Fox Lake or any officer or agent of Fox Lake as a result of Lake Villa's use of the Fox Lake jail facility, not caused by any negligent act or omission of Fox Lake, its agents, employees, officers, commissioners, consultants, contractors and subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- F. Insurance Requirements. Lake Villa shall maintain the following insurance coverage for the term of this Agreement:

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be no less than \$2,000,000. Fox Lake, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the performance under this Agreement.

Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The coverage afforded by IMLRMA to the Village of Lake Villa shall constitute “insurance coverage” for the purposes of this Agreement.

Section 3: Amendments to the terms and conditions of this Agreement may be made only upon written mutual agreement of the Police Chief of Fox Lake and the Police Chief of Lake Villa.

Section 4: This Agreement shall supersede any and all prior agreements, whether written or oral, between the parties hereto, and shall become effective upon passage and approval of both Village Boards. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois. It will remain in full force and effect until either party gives a 30 day written notice to the other of its intention of cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on the day and year first above written.

Dated this ____ day of _____, 20____.

VILLAGE OF LAKE VILLA

By: _____
James McDonald, Mayor

Attest: _____
Mary Konrad, Village Clerk [Seal]

Dated this ____ day of _____, 20____.

VILLAGE OF FOX LAKE

By: _____
Donny Schmit, Mayor

Attest: _____
Ashley Magnine, Village Clerk [Seal]

Dated this ____ day of _____, 20____.



LAKE VILLA POLICE DEPARTMENT

65 CEDAR AVENUE, LAKE VILLA, IL 60046

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

Chief of Police
Rochelle Tisinai



October 30, 2023

To: Mayor James McDonald

Ref: Request to hire

Mayor,

I am requesting approval from the Village Board at the board meeting on Monday, November 6th 2023 to authorize the Police Commission to hire a full-time officer to fill a vacancy. The vacancy is from the resignation of Officer Austin Demski, who is transferring to another police department out of state. Ofc. Demski will be leaving our police department in good standing.

Respectfully submitted,

A handwritten signature in black ink that reads "Rochelle Tisinai".

Rochelle Tisinai



Local Public Agency Engineering Services Agreement

Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal CE	Agreement Type Supplement	Number 1
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LOCAL PUBLIC AGENCY

Local Public Agency Village of Lake Villa	County Lake	Section Number 14-00031-00-SW	Job Number C-91-154-18
Project Number B6ME(038)	Contact Name Michael Strong	Phone Number (847) 356-6100	Email mstrong@lake-villa.org

SECTION PROVISIONS

Local Street/Road Name Cedar Avenue	Key Route FAU 0207	Length 0.16	Structure Number NA
Location Termini CNRR to IL 83			Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name Lake Avenue	Key Route MUN 3006	Length 0.18	Structure Number NA
Location Termini Cedar Avenue to IL 83			Add Location Remove Location

SECTION PROVISIONS

Local Street/Road Name Central Avenue	Key Route MUN 1008	Length 0.20	Structure Number NA
Location Termini Cedar Avenue to IL 132			Add Location Remove Location

Project Description Creating and extending the sidewalk network to improve access to the Lake Villa Metra Station (Cedar Avenue, Lake Avenue, Central Avenue)

Engineering Funding <input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	
Anticipated Construction Funding <input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Gewalt Hamilton Associates, Inc.	Contact Name Todd Gordon	Phone Number (847) 478-9700	Email tgordon@gha-engineers.com
Address 625 Forest Edge Drive	City Vernon Hills	State IL	Zip Code 60061

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.

11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature

whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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,
 - (f) are not presently indicated 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 (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for

at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY		
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$37,145.00
Subconsultants		
Subconsultant Total		

Prime Consultant Total	\$37,145.00
Total for all work	\$37,145.00

AGREEMENT SIGNATURES

		Local Public Agency Type	Local Public Agency
Attest:	The	Village	of Village of Lake Villa
By (Signature & Date)		By (Signature & Date)	
<div></div>		<div></div>	
Local Public Agency	Local Public Agency Type	Title	
Village of Lake Villa	Village	Clerk	

(SEAL)

Executed by the ENGINEER:

	Prime Consultant (Firm) Name
Attest:	Gewalt Hamilton Associates, Inc.

By (Signature & Date)	By (Signature & Date)
<div></div>	<div></div>
Title	Title
Corporate Secretary	CEO

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lake Villa	Gewalt Hamilton Associates, Inc.	Lake	14-00031-00-SW

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Phase III Construction Engineering Services
Project: Access to Transit Improvement Project

Location: Village of Lake Villa

GHA Proposal No. 2019.CS062 – Supplemental #1

Additional manhours were needed for construction observation and for final IDOT documentation and project closeout due to additional time necessary for oversight of the contractor. The additional tasks and time will adhere to the original provision of GHA's Proposal No.: 2019.CS062 and agreements as executed by the Village of Lake Villa on August 10, 2020, and as executed by IDOT per IDOT letter dated January 12, 2021.

In addition, GHA will adhere to construction industry standards and maintain compliance with the project plans and specifications and will be performed in accordance with the above-mentioned agreements as well as Illinois Department of Transportation standard procedures.

GHA continued to provide full-time construction observation of the construction operations and processes to ensure all materials and procedures are in conformance with the contract documents. IDOT's web-based system, Construction and Materials Management Systems (CMMS), that includes computerized version of a Daily Diary, Weekly Reports, Daily Quantities, Quantity Book, Pay Estimates, Authorizations, and numerous other reports. GHA continued with the tasks identified in our original scope of services (GHA's Proposal No.: 2019.CS062).

GHA continued to coordinate and perform final construction oversight and contract closeout procedures with the Contractor (Electric Conduit Construction) and IDOT. The construction engineering overages resulted from a variety of issues, which arose as the project progressed. This caused additional on-site observation, field staking, measuring, inspection, IDOT paperwork, etc., although the contract still stayed under the original construction cost. CE efforts were needed past the original contract budget. Summary of additional efforts:

- GHA attended additional on-site meetings, discussions with the contractor, designer, and the Village to determine regarding the following re-design and field adjustments:
 - >Re-design was desirable to the Village to determine if the parkway ramp, across from the Post Office on Cedar Ave., could re-designed to a standard sidewalk. Contractor completed original design.
 - >GHA attended additional on-site meetings, regarding the sidewalk profile was re-designed on-site, to match the existing conditions and provide a much smoother alignment.
 - >A line stop installation, which was necessary on the watermain, so that businesses water wouldn't be affected by a fire hydrant relocation on Lake Ave, at IL. Route 83.
 - >The pipe underdrain, along Central Ave., was upsized, to alleviate flooding that has been observed by the Village after rainfall events.
- Finalize the final Quantity Agreement with Electric Conduit Construction, LLC.
- Finish preparing and processing outstanding force account, authorizations, and balancing authorizations.
- Assess pavement marking installation in the spring of 2022. Coordinate and inspect any additional installation, if needed.
- Conduct IDOT Final Audit (IDOT to schedule).
- Adjustments to construction documentation based on IDOT final audit.
- Complete Final Balancing Authorizations once all quantities are agreed to.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lake Villa	Gewalt Hamilton Associates, Inc.	Lake	14-00031-00-SW
<ul style="list-style-type: none"> • Reconcile material documentation provided to date versus material documentation required, and coordinate with Electric Conduit Construction, Inc., and their subcontractors, to provide. • Finalize Material Documentation/Certification and submit to IDOT for review. • Update Electric Conduit Construction, Inc. on any Material Documentation deficiencies, based upon IDOT's final audit. • Reconcile labor, DBE Trucking, and Trainee reports. • Prepare and process IDOT's final papers/documents. • Process the Final Pay Estimate. 			

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lake Villa	Gewalt Hamilton Associates, Inc.	Lake	14-00031-00-SW
EXHIBIT B PROJECT SCHEDULE			
Construction Completion Date: September 24, 2021			

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Lake Villa	Gewalt Hamilton Associates, Inc.	Lake	14-00031-00-SW

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal **04/04/19**

Method(s) used for advertisement and dates of advertisement

Two advertisements in the Daily Herald Newspaper on 3/25 and 4/01 and it was posted on the Village website

5	Do the written QBS policies and procedures cover conflicts of interest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project Criteria	Weighting
Technical Approach	25%
Firm Experience	15%
Similar Project Experience	10%
Staff Capabilities	20%
Work Load Capacity	10%
Past Performance	10%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

Karl Wawick, Glenn McCollum, Joyce Delong

Top three consultants ranked for this project in order

1	Gewalt Hamilton Associates, Inc.
2	Foundation Mechanics
3	Interra, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency		Prime Consultant (Firm) Name		County		Section Number	
Village of Lake Villa		Gewalt Hamilton Associates, Inc.		Lake		14-00031-00-SW	

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.

Section Provisions

Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	<p>Select the method of compensation for this agreement by checking the applicable box.</p> <p>If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.</p> <p>If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.</p> <p>If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.</p> <p>If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.</p>

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Lake Villa	Lake	14-00031-00-SW

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
CMAQ	N/A	CMAQ	10-16-0013

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Engineering

Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-154-18	B6ME(038)				

Reason for modification of original Agreement

Reallocation of federal funds from construction to construction engineering

This amended Agreement, hereinafter referred to as "**Amendment**" is made and entered to in between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **LPA** and **STATE** agree to revise the original Agreement by execution of this **Amendment**.

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Cedar Avenue	FAU 0207	0.16 mi.	00.22	00.38

Location Termini

IL 83 to CN RR

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Lake Villa	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Lake Avenue	MUN 3006	0.18 mi.	00.00	00.18

Location Termini

Cedar Avenue to IL 83

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Lake Villa	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Central Avenue	MUN 1008	0.20 mi.	00.00	00.20

Location Termini

Cedar Avenue to IL 132

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Lake Villa	N/A	Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this **Amendment**, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this **Amendment**.

	×	1.	Location Map
	×	2.	Division of Cost

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the **Amendment** shall remain in full force and effect and the **Amendment** shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this **Amendment** and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

James McDonald

Title of Official

Mayor

Signature & Date

The above signature certifies the agency's TIN number is
366007635 conducting business as a Governmental Entity.

DUNS Number 173101759

UEI P18FH89TJ7T1

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation Signature & Date

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets Signature & Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer Signature & Date

Yangsung Kim, Chief Counsel Signature & Date

Vicki Wilson, Chief Fiscal Officer Signature & Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Village of Lake Villa	Lake	14-00031-00-SW

Construction	Engineering	Right of Way
Job Number	Job Number	Job Number
C-91-154-18	B6ME(038)	
Project Number	Project Number	Project Number

ORIGINAL DIVISION OF COST (ODC)						
Type of Work	Federal Funds		State Funds		Local Public Agency Funds	
	Fund Type	Amount	%	Fund Type	Amount	%
Participating Construction	CMAQ	\$348,000.00	*	Local	\$124,575.00	BAL
Construction Engineering	CMAQ	\$36,000.00	*	Local	\$20,943.00	BAL
ODC Federal Funds		\$384,000.00	ODC State Funds	ODC LPA Funds	\$145,518.00	Total
						\$529,518.00

AMENDMENT # 1						
Type of Work	Federal Funds		State Funds		Local Public Agency Funds	
	Fund Type	Amount	%	Fund Type	Amount	%
Participating Construction	CMAQ	(\$37,145.00)	*	Local	\$0.00	BAL
Construction Engineering	CMAQ	\$37,145.00	*	Local	\$0.00	BAL
Federal Funds Amendment # 1		\$0.00	State Funds Amendment # 1	LPA Funds Amendment # 1	\$0.00	Total
Add Amendment	Remove Amendment					\$0.00

Total Federal Funds	\$384,000.00	Total State Funds		Total LPA Funds	\$145,518.00	TOTAL	\$529,518.00
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CUMULATIVE DIVISION OF COST (CDC)						
Type of Work	Federal Funds		State Funds		Local Public Agency Funds	
	Fund Type	Amount	%	Fund Type	Amount	%
Participating Construction	CMAQ	\$310,855.00	*	Local	\$124,575.00	BAL
Construction Engineering	CMAQ	\$73,145.00	*	Local	\$20,943.00	BAL
CDC Federal Funds		\$384,000.00	CDC State Funds	CDC LPA Funds	\$145,518.00	Total
						\$529,518.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (CMAQ) participation 80% NTE \$384,000 (Construction Engineering portion is 80% NTE \$73,145)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

