

Attached is the agenda packet for the October 21, 2024 Board Meeting. For those of you with Drop Box, the file will be placed in the Drop Box Folder.

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

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

James McDonald, Mayor  
Mary Konrad, Clerk  
Christine McKinley, Treasurer



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

**AGENDA**  
**VILLAGE OF LAKE VILLA**  
**BOARD OF TRUSTEES – REGULAR MEETING**  
**October 21, 2024**  
**7:00 p.m.**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes – October 7, 2024
5. Accounts Payable – October 21, 2024
6. Mayor
7. Staff Reports
  - a. Downtown Vision Plan Update
8. New Business
  - a. Ordinance 2024-10-03: An Ordinance Approving a Redevelopment Agreement for the Property Located at 400 E. Grand Avenue
  - b. Ordinance 2024-10-04: An Ordinance Approving an Economic Incentive Agreement for the Property Located at 400 E. Grand Avenue
9. Old Business
  - a. Discussion: Stormwater Master Plan Update
  - b. Discussion: FY2026 Budget Priority and Goal Discussion
10. Executive Session
11. Adjournment



**DATE:** October 17, 2024  
**TO:** Village Board of Trustees  
**FROM:** Michael Strong  
Village Administrator  
**RE:** Agenda Transmittal

**New Business**

- a. **Ordinance 2024-10-03 and Ordinance 2024-10-04: Consideration of Redevelopment Agreements for a Proposed Redevelopment Project at the Property Located at 400 E. Grand Avenue (Citgo Station)**

Staff Contact: Michael Strong, Village Administrator

**Background**

Graham Enterprises, Inc. property owner and operator of a convenience store and fueling station (“Developer”) located at the northeast corner of IL Route 83 and IL Route 132 has approached the Village with interest in redeveloping and rebranding the current property into a TRIO-branded convenience store and fueling station.

The Developer has been in communication with the Village since early 2021 regarding these redevelopment plans, and the Village Board previously approved Resolution 2021-05-01, which formally expressed the Village’s intent to negotiate a redevelopment agreement to provide for reimbursement from Tax Increment Financing (TIF) and/or Business Development District (BDD) revenues for eligible expenditures incurred by the Developer.

The Developer is proposing to demolish the existing structures and remove/replace existing fueling tanks and bays on the property and construct a new 6,000 square foot convenience store and retail tenant space on the property. The total cost of the redevelopment project is estimated at \$5,565,225, and the Developer is interested in starting the project by March 2025, with substantial completion by September 2026.

The Developer is requesting the following financial assistance to support the redevelopment project:

- Tax Increment Financing (TIF):
  - The Developer is seeking 75% of the incremental property taxes generated by the redevelopment project.
  - Total TIF reimbursement shall not exceed \$300,000 in aggregate.
- Business Development District (BDD):

- The Developer is requesting 100% of the BDD revenues that are generated on the site for the remaining life of the BDD, which shall expire December 31, 2040.
- The total estimated economic incentive for the BDD portion is estimated at \$1,200,000.

Ordinances, with their respective Redevelopment Agreements, are included in the Agenda Packet for review.

### **Fiscal Impact**

The Developer estimates that the newly redeveloped gas station and convenience store will generate significant incremental property taxes and BDD revenues that will benefit both the Village and the TIF District. The total incentive request of roughly \$1,500,000 reflects the expected incremental revenue over the life of the TIF, with \$300,000 directly tied to the incremental property taxes. The requested reimbursement will be provided on a pay-as-you-go basis, using only revenues generated by the redeveloped property.

Based on information provided by the Developer, the redevelopment Project is forecasted to generate \$7,500,000 in total sales in its initial year, which would generate approximately \$75,000 annually in both sales tax and BDD revenues. This compares to \$55,000 anticipated in calendar year 2024 for the entire property, which includes three separate sales tax generating businesses. If the retail space, with drive-through facility, is built out on the property, this amount is anticipated to increase by \$15,000 - \$25,000 annually depending on the tenant. In total, the Developer estimates that the Project, once fully complete, could generate up to \$90,000 annually in both sales tax and BDD revenues.

The proposed Project aligns with the Village's economic development goals by enhancing a key commercial property that will result in increased property values, sales tax revenue, and generate additional retail opportunities within the community. By utilizing TIF and BDD funding mechanisms, the Village can assist in addressing the costs of demolition, construction, and infrastructure improvements without affecting the Village's tax revenue streams to support our general fund operations and general capital fund balances.

The Developer will be in attendance during the Village Board meeting to provide a presentation on their redevelopment Project, discuss their goals and strategy, project timeline, and answer questions from the Village Board. The proposed incentives are consistent with the Village's strategy to encourage investment in the community, particularly in areas that would benefit from redevelopment and modernization.

Suggested Motion: If determined appropriate by the Village Board, Village Staff recommends that actions be taken separately, as follows:

- a) Motion to Approve Ordinance 2024-10-04 Approving a Redevelopment Agreement for a Proposed Redevelopment Project at 400 E. Grand Avenue*
- b) Motion to Approve Ordinance 2024-10-04 Approving an Economic Incentive Agreement for a Proposed Redevelopment Project at 400 E. Grand Avenue*

## **Old Business**

### **a. Discussion: Stormwater Master Plan Update**

Staff Contact: Michael Strong, Village Administrator and Ryan Horton, Superintendent of Public Works

In June 2023, the Village Board approved a contract with Baxter & Woodman to study stormwater improvements at various locations within the Village with known flooding hazards. The purpose of the study was to identify critical areas prone to drainage challenges, assess current field conditions, evaluate current infrastructure performance, and propose targeted solutions to address these concerns. The locations that were studied include:

1. Park Avenue;
2. Sun Lake Court, and;
3. Steven Sherwood Memorial Park (Including Kevin Avenue and Laurie Court)

The planning for these areas involved various tasks, including data collection and mapping of current stormwater infrastructure, field investigations, rainfall and event-based modeling, and analysis of improvement alternatives to predict their effectiveness in handling both shorter, heavy storms and longer storms, lasting 12 hours or more.

As outlined in the enclosed report, and based on the findings, the following projects have been identified as the most critical for the community:

#### **1. Park Avenue – Alternative 1 (\$428,000)**

- Scope of work would include the installation of a new 36-inch storm sewer in the west right-of-way along the shallow ditch and replace the existing undersized pipe. The new storm sewer would discharge 3.2 acres of created wetland around the existing Park Place Pond that would provide a water quality benefit and additional stormwater storage to the watershed. The improvements would better manage 10-year flows and could be combined with other stormwater improvements proposed within the Park Place Association.

#### **2. Steven Sherwood Memorial Park – Alternative 3 (\$3,641,100)**

- Scope of work would include lowering the outlet within the ponds by approximately two (2) feet and the installation of approximately 2,100 linear feet of 36-inch storm sewer through the residential streets on Kevin Avenue and Laurie Court. This alternative addresses the flooding in the roadways and protects the park from significant flooding damage.

#### **3. Sun Lake Court (\$194,000)**

- Scope of work would include replacing the existing storm sewer and raising the elevation of the outfall to reduce the effect of ponding on the roadway. Since this work requires excavating the existing storm sewer, staff is recommending that this work be done in coordination with future road resurfacing within the neighborhood.

As we move forward, Village staff will continue to explore funding options for each of

these projects, including both capital funding capacity and state and federal grants to help defray construction costs for these improvements. There is currently a statewide grant from Illinois Environmental Protection Agency (IEPA), the Green Infrastructure Grant Opportunity (GIGO), open for applications that provides a good fit for the scope of work recommended on Park Avenue. IEPA's GIGO provides up to 75% of the approved project costs. Staff will seek direction from the Village Board on whether an application should be prepared and submitted for this program.

The attached report serves as a foundation for addressing these stormwater challenges within our community. During the Village Board meeting, Staff will walk through the scope of work for the stormwater study, discuss staff's recommended priorities, and seek general feedback from the Village Board relative to these improvements.

**b. Discussion: FY2026 Budget Priority and Goal Discussion**

Staff Contact: Michael Strong, Village Administrator

As discussed with the Board during the regular meeting on September 16, Village Staff has included a memorandum and attachments for the Village Board to facilitate a discussion on budget priorities and goals for the FY2026 fiscal year budget. This item was tabled from a September 16, 2024 Village Board meeting to allow for additional time to consider budget projects and priorities.

Staff will outline the timeline for the fiscal year budget for FY2025-2026.

No formal action is being requested relative to this discussion; item is for discussion purposes only.

**VILLAGE OF LAKE VILLA  
VILLAGE BOARD  
REGULAR MEETING  
October 7<sup>th</sup>, 2024**

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

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

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Public Comment:** A resident brought points to the board regarding the reduction in traffic on the surface street near his home due to a 'right in/right out' ordinance being passed. They raised concerns over the fluoride in our water and asked for the board's support in eliminating fluoride from the water. Also discussed was the goose population and the waste on the beach. A solution was offered. There were also concerns with building codes, specifically R311.2 regarding egress doors.

**Minutes:** It was moved by Trustee Savell and seconded by Trustee Nielsen to approve the September 16<sup>th</sup>, 2024 Village Board Meeting Minutes.

**ROLL CALL VOTE WAS:**

**AYES: 4 (Nielsen, O'Reilly, Bartlett, Savell)**

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 1 (McCollum)**

**MOTION CARRIED**

**Finance:** It was moved by Trustee O'Reilly and seconded by Trustee Savell to approve the account payable report for October 7<sup>th</sup>, 2024 in the amount of \$485,890.30

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Mayor:** The Forest Preserve representative presented cause for a \$155 Million referendum on November ballot.

**Staff Reports:** Public Works reports the water main replacement program is progressing smoothly. Curb and sidewalk maintenance will be completed within the next week. The Police department is hosting a free training session at the township facility. HR updated a public works position Maintenance I worker water operator in training. Grant application for the grand avenue sidewalk has been submitted.

**New Business: Approval: Review and Approval of the FY2024 Annual Comprehensive Financial Report**

The Annual Financial Report for the fiscal year ended April 30, 2024 was provided for Village Board. The Village Board conferred on accepting the Fiscal Year 2023/24 Financial Audit. The Village's independent audit firm, Eccezion (*Formerly Eder, Casella & Company*) was present to answer questions from.

It was moved by Trustee Nielsen and seconded by Trustee Savell to approve the annual Financial Audit Report for the fiscal year ended April 30, 2024

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Discussion: Lauterbach & Amen Actuarial Results for Police Pension Fund**

Lauterbach & Amen, LLP, the accounting firm responsible for preparing the Police Pension Fund annual financial statements will present the draft FY24/35 Lake Villa Police Pension Fund actuarial valuation for Village Board review.

**Ordinance 2024-10-01: An Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Lake Villa**

The Village Board is conferred on disposing of surplus Village property. Items for disposal include one vehicle, a 2015 Ford Explorer, identified as beyond useful.

It was moved by Trustee O'Reilly and seconded by Trustee Savell to approve Ordinance 2024-10-01 authorizing the sale of surplus property.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Resolution 2024-10-01: A Resolution Appointing Certain Officers and/or Employees of the Village as Representatives of the Village of Lake Villa with regard to the Village's membership in Lake Consolidated Emergency Communications ("LakeComm")**

The Village Board conferred on approving a Resolution Appointing Officers and/or Employees as Representatives of the Village's membership in Lake Consolidated Emergency Communications ("*LakeComm*"). Village Administrator Michael Strong will serve as the primary representative and Chief Tisinai will serve as alternate representative. The Village Board had approved a resolution (2024-06-03) in which these roles were reversed. With the approval of Resolution 2024-10-01, Resolution 2024-06-03 will be repealed.

It was moved by Trustee McCollum and seconded by Trustee Nielsen to approve Resolution 2024-10-01 appointing certain officers and/or employees of the village as representatives of the Village of Lake Villa with regard to the Village's membership in the Lake Consolidated Emergency Communications (*LakeComm*).

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Ordinance 2024-10-02: An Ordinance Approving the Release of an Irrevocable Letter of Credit and Authorizing the Substitution of a Cash Deposit for the Lake Vista Subdivision**

The Lake Vista development residential development that was platted in 2005 with 29 single-family residential lots along Lake Vista Court. As part of the original agreement, the developer was required to provide a letter of credit to guarantee the completion public improvements. In 2019, the Village Board approved a reduction of the letter of credit from \$391,574 to \$153,810 based on substantial completion of several public improvements. The remaining letter of credit was held to ensure the completion of outstanding items, which included:

- Installation of asphalt surface course on Lake Vista Court
- Installation of sidewalks
- Landscaping improvements and the construction of a “park area”

The Developer has continued the public improvements and build-out the individual home sites. Only five (5) residential lots remain to be developed with four (4) under development or the permit approval process. The Developer has requested a further reduction of the existing letter of credit considering the substantial progress they have made.

It was moved by Trustee Savell and seconded by Trustee Nielsen to approve Ordinance 2024-10-02 approving the release of an Irrevocable Letter of Credit for the Lake Vista Residential Subdivision.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

**Discussion: Building Code Update**

The State of Illinois recently passed Public Act 103-0510 changing the Capital Development Board Act to require statewide building codes effective 1/1/2025. Lake Villa is serviced by Lake County for all building plan reviews and building inspections. Lake County has adopted the building codes. Dave Modrzejewski, the Village's Plan Reviewer with Lake County provide a presentation discussing the 2018 Code Cycle. In addition, the Lake Villa Fire Protection District Fire Marshall Dave Mohry presented an overview of the 2018 International Fire Code.

**Executive Session:**

It was moved by Trustee O'Reilly and seconded by Trustee Savell to go into Executive session at 9:39 pm.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

It was moved by Trustee McCollum and seconded by Savell to reconvene into regular session at 10:02 .

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED 10:03**

*Adjournment:* It was moved by Trustee Neilsen and seconded by Trustee O'Reilly to adjourn at 10:03pm.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 1 (Barbato)**

**ABSTAIN: 0**

**MOTION CARRIED**

*APPROVED BY ME THIS \_\_\_\_\_, October 2024*

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*JAMES MCDONALD, MAYOR*

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*MARY KONRAD, CLERK*

VILLAGE OF LAKE VILLA Treasurer's Report  
 EXP CHECK RUN DATES 10/08/2024 - 10/21/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
<b>ADVANCE AUTO PARTS</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CREDIT TO INVOICE #501:	(112.49)	01-30-60-4930	53,000.00	29,780.66		
			<b>Vendor Total:</b>	<b>(112.49)</b>					
<b>AMERICAN GASES CORP</b>									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	OXYGEN/ACETYLENE	57.36	01-46-40-4910	16,000.00	3,078.90		
			<b>Vendor Total:</b>	<b>57.36</b>					
<b>ANTIOCH AUTO PARTS</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CREDIT ON INVOICE 4927:	(3.73)	01-30-60-4930	53,000.00	29,780.66		
WATER & SEWER	WATER	VEHICLE SUPPLIES	CREDIT ON INVOICE 4927:	(0.62)	60-42-60-4930	9,000.00	3,265.97		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CREDIT ON INVOICE 4927:	(0.62)	60-43-60-4930	9,000.00	3,265.99		
WATER & SEWER	WATER	VEHICLE SUPPLIES	CREDIT FOR INVOICE 464:	(9.00)	60-42-60-4930	9,000.00	3,265.97		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CREDIT FOR INVOICE 464:	(9.00)	60-43-60-4930	9,000.00	3,265.99		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	KIA	198.97	01-30-60-4930	53,000.00	29,780.66		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SHOP SUPPLIES	33.58	01-30-60-4930	53,000.00	29,780.66		
WATER & SEWER	WATER	VEHICLE SUPPLIES	SHOP SUPPLIES	5.60	60-42-60-4930	9,000.00	3,265.97		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SHOP SUPPLIES	5.60	60-43-60-4930	9,000.00	3,265.99		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 274	6.32	01-30-60-4930	53,000.00	29,780.66		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CREDIT FOR INVOICE 494:	(33.07)	01-30-60-4930	53,000.00	29,780.66		
WATER & SEWER	WATER	VEHICLE SUPPLIES	CREDIT FOR INVOICE 494:	(5.51)	60-42-60-4930	9,000.00	3,265.97		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CREDIT FOR INVOICE 494:	(5.51)	60-43-60-4930	9,000.00	3,265.99		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	BANK LIFT	33.07	01-30-60-4930	53,000.00	29,780.66		
WATER & SEWER	WATER	VEHICLE SUPPLIES	BANK LIFT	5.51	60-42-60-4930	9,000.00	3,265.97		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	BANK LIFT	5.51	60-43-60-4930	9,000.00	3,265.99		
			<b>Vendor Total:</b>	<b>227.10</b>					
<b>APPLE MECHANICAL INC</b>									
MANSION FUND		PREVENTATIVE MAINTENAN	(MANSION- SERVICE CALL/	445.00	08-00-00-4212	16,000.00	6,258.84		
			<b>Vendor Total:</b>	<b>445.00</b>					
<b>APPLIED TECHNOLOGIES</b>									
DEVELOPER ESCROWS		LINCOLN AVE CAPITAL ES	(PROJECT 6635 / STARLIN	9,280.65	03-00-30-2360	0.00	(42,654.09)		
WATER & SEWER	WATER	ENGINEERING-WATER	PROJECT 6623/ GENERAL :	2,787.00	60-42-20-4320	35,000.00	21,853.75		
WATER & SEWER	SEWER	ENGINEERING-SEWER	PROJECT 6623/ GENERAL :	2,787.00	60-43-20-4320	35,000.00	21,853.75		
DEVELOPER ESCROWS		JANKO GROUP, LLC	PROJECT 6623/ GENERAL :	2,344.00	03-00-30-2327	0.00	5,751.85		OVER
			<b>Vendor Total:</b>	<b>17,198.65</b>					
<b>ATLAS BOBCAT, LLC</b>									
GENERAL FUND	STREETS	MAINTENANCE - STREETS	PLANER	600.00	01-41-40-4240	95,000.00	83,476.13		
			<b>Vendor Total:</b>	<b>600.00</b>					
<b>BADGER GLOVE &amp; SAFETY, INC.</b>									
GENERAL FUND	STREETS	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- HES:	470.58	01-41-60-4170	3,200.00	1,244.32		
WATER & SEWER	WATER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- HES:	23.71	60-42-60-4170	1,000.00	215.15		
WATER & SEWER	SEWER	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- HES:	23.71	60-43-60-4170	1,000.00	215.18		
			<b>Vendor Total:</b>	<b>518.00</b>					
<b>BETTER CITY, LLC</b>									
GENERAL CAPITAL FUND	ADMINISTRATIVE	CAPITAL IMPROVEMENTS -	DOWNTOWN VISION PLAN	1,000.00	90-10-60-5100	223,644.00	104,819.53		
			<b>Vendor Total:</b>	<b>1,000.00</b>					
<b>BURRIS EQUIPMENT CO.</b>									
GENERAL FUND	STREETS	SUPPLIES	CREDIT FOR PS2015171-1	(97.85)	01-41-40-4940	17,000.00	8,177.63		
			<b>Vendor Total:</b>	<b>(97.85)</b>					
<b>CARDMEMBER SERVICE</b>									
GENERAL FUND	POLICE	TRAINING/TRAVEL	EAGLE RIDGE RESORT	207.59	01-20-60-4530	19,500.00	15,787.57		
GENERAL FUND	POLICE	MISCELLANEOUS	DRONE ID TAGS	24.31	01-20-60-5190	8,000.00	2,373.08		
GENERAL FUND	POLICE	RANGE & SUPPLIES	RIFLE BATTERIES	55.37	01-20-60-4560	17,000.00	6,622.62		
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- DEC:	112.62	01-20-60-4170	40,000.00	13,322.76		
GENERAL FUND	POLICE	MISCELLANEOUS	ILSOS.GOV DETECTIVE PL:	154.40	01-20-60-5190	8,000.00	2,373.08		
WATER & SEWER	SEWER	OFFICE SUPPLIES	AMAZON RETURN	(82.49)	60-43-60-4810	5,800.00	2,157.28		
GENERAL FUND	ADMINISTRATIVE	SOFTWARE LICENSES	DROPBOX	19.99	01-10-60-5213	39,327.75	9,347.70		
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL- T:	106.95	81-00-00-4368	30,000.00	19,280.85		
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL- MI:	32.19	81-00-00-4368	30,000.00	19,280.85		
GENERAL FUND	ADMINISTRATIVE	TRAINING/TRAVEL	ICMA ANNUAL CONFERENCE	215.18	01-10-60-4530	12,100.00	4,790.66		

VILLAGE OF LAKE VILLA Treasurer's Report  
 EXP CHECK RUN DATES 10/08/2024 - 10/21/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total YTD	Over Budget
WATER & SEWER	SEWER	OFFICE SUPPLIES	CELEBRATION OF FALL/ O	31.51	60-43-60-4810	5,800.00	2,157.28	
SPECIAL EVENTS FUND		OTHER EVENT EXPENSES	CELEBRATION OF FALL/ O	161.20	81-00-00-4366	14,000.00	2,066.00	
GENERAL FUND	ADMINISTRATIVE	TRAINING/TRAVEL	TRAINING/TRAVEL- ICMA ;	75.00	01-10-60-4530	12,100.00	4,790.66	
GENERAL FUND	ADMINISTRATIVE	MISCELLANEOUS EXPENSES	MISC- LUNCH MTG	64.36	01-10-60-5190	9,000.00	3,846.41	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	BATTERIES FOR DIGI PAS:	17.33	01-10-60-4810	7,350.00	3,233.21	
GENERAL FUND	ADMINISTRATIVE	TRAINING/TRAVEL	EAGLE RIDGE RESORT- JAI	207.59	01-10-60-4530	12,100.00	4,790.66	
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL - :	338.76	81-00-00-4368	30,000.00	19,280.85	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES	80.76	01-10-60-4810	7,350.00	3,233.21	
GENERAL FUND	ADMINISTRATIVE	MISCELLANEOUS EXPENSES	LUNCH FOR MIKAELA- FIR:	30.56	01-10-60-5190	9,000.00	3,846.41	
GENERAL FUND	ADMINISTRATIVE	TRAINING/TRAVEL	TRAINING- GFOA- DEBT MI	420.00	01-10-60-4530	12,100.00	4,790.66	
WATER & SEWER	WATER	TRAINING/TRAVEL	ILCA- TRAINING FOR BRI:	87.50	60-42-60-4530	2,000.00	76.00	
WATER & SEWER	SEWER	TRAINING/TRAVEL	ILCA- TRAINING FOR BRI:	87.50	60-43-60-4530	2,000.00	26.00	
WATER & SEWER	WATER	TRAINING/TRAVEL	IL AWWA TRAINING FOR BI	155.00	60-42-60-4530	2,000.00	76.00	
WATER & SEWER	SEWER	TRAINING/TRAVEL	IL AWWA TRAINING FOR BI	155.00	60-43-60-4530	2,000.00	26.00	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	REPLACEMENT PARTS FOR J	42.78	01-30-60-4930	53,000.00	29,780.66	
GENERAL FUND	STREETS	TRAINING/TRAVEL	TRAINING- DEICING WORK:	85.00	01-41-60-4530	4,200.00	1,926.23	
			<b>Vendor Total:</b>	<b>2,885.96</b>				
<b>CHICAGO PARTS &amp; SOUND, LLC</b>								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	KIA	204.45	01-30-60-4930	53,000.00	29,780.66	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	KIA	32.63	01-30-60-4930	53,000.00	29,780.66	
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 271	111.85	01-30-60-4930	53,000.00	29,780.66	
			<b>Vendor Total:</b>	<b>348.93</b>				
<b>COMCAST CABLE</b>								
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	65 CEDAR AVE OFC	307.09	01-46-60-4420	34,700.00	9,789.33	
WATER & SEWER	WATER	TELEPHONE	65 CEDAR AVE OFC	51.18	60-42-60-4420	3,300.00	1,670.40	
WATER & SEWER	SEWER	TELEPHONE	65 CEDAR AVE OFC	51.18	60-43-60-4420	3,000.00	1,670.39	
			<b>Vendor Total:</b>	<b>409.45</b>				
<b>CONSERV FS, INC.</b>								
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	834. GAL UNL GAS	1,871.49	01-30-60-4820	83,500.00	32,004.70	
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	834. GAL UNL GAS	311.92	60-42-60-4820	14,000.00	5,334.11	
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	834. GAL UNL GAS	311.91	60-43-60-4820	14,000.00	5,334.12	
			<b>Vendor Total:</b>	<b>2,495.32</b>				
<b>CONSTELLATION NEW ENERGY, INC.</b>								
GENERAL FUND	STREETS	ELECTRICITY	0 PAINTED LAKES BI, MCI	21,474.92	01-41-40-4660	135,000.00	44,125.37	
			<b>Vendor Total:</b>	<b>21,474.92</b>				
<b>DATA INTEGRATORS, INC.</b>								
WATER & SEWER	WATER	PRINTING/BILLING	NEWSLETTER- SEPTEMBER :	67.47	60-42-60-4440	5,000.00	1,764.29	
WATER & SEWER	SEWER	PRINTING/BILLING	NEWSLETTER- SEPTEMBER :	67.47	60-43-60-4440	5,000.00	1,764.29	
GENERAL FUND	ADMINISTRATIVE	NEWSLETTER	NEWSLETTER- SEPTEMBER :	102.93	01-10-60-4442	2,500.00	761.48	
			<b>Vendor Total:</b>	<b>237.87</b>				
<b>EMPLOYEE BENEFITS CORPORATION</b>								
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANCE	10/1/2024 MINIMUM FEES	120.00	01-10-10-4110	41,431.21	21,592.17	
			<b>Vendor Total:</b>	<b>120.00</b>				
<b>ENERGENECS</b>								
WATER & SEWER	SEWER	SUPPLIES - SEWER	SEWER SUPPLIES	185.64	60-43-40-4950	30,000.00	4,893.88	
			<b>Vendor Total:</b>	<b>185.64</b>				
<b>ENTERPRISE FM TRUST</b>								
GENERAL CAPITAL FUND	POLICE	VEHICLE LEASES - POLICE	VEHICLE LEASES- PD	4,037.50	90-20-60-4932	47,625.00	20,705.86	
W&S CAPTIAL FUND	WATER	VEHICLE LEASES - WATER	VEHICLE LEASES- PUBLIC	1,999.75	91-42-60-4932	15,150.00	12,422.36	
W&S CAPTIAL FUND	SEWER	VEHICLE LEASES - SEWER	VEHICLE LEASES- PUBLIC	1,999.76	91-43-60-4932	15,150.00	6,840.52	
			<b>Vendor Total:</b>	<b>8,037.01</b>				
<b>FACTORY MOTOR PARTS CO.</b>								
GENERAL FUND	FLEET	VEHICLE SUPPLIES- 75%	SHOP SUPPLIES	68.46	01-30-60-4930	53,000.00	29,780.66	
GENERAL FUND	FLEET	VEHICLE SUPPLIES- 75%	SHOP SUPPLIES	22.82	01-30-60-4930	53,000.00	29,780.66	
			<b>Vendor Total:</b>	<b>91.28</b>				
<b>GILLESPIE FORD</b>								
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK 15	23.30	60-42-60-4930	9,000.00	3,265.97	
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK 15	23.30	60-43-60-4930	9,000.00	3,265.99	

VILLAGE OF LAKE VILLA Treasurer's Report  
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 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
<b>Vendor Total:</b>				<b>46.60</b>				
<b>HAWKINS, INC.</b>								
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE CYLINDER	30.00	60-42-40-4950	35,000.00	6,553.19	
<b>Vendor Total:</b>				<b>30.00</b>				
<b>HOME DEPOT CREDIT SERVICES</b>								
DOWNTOWN TIF FUND		TIF ELIGIBLE PROJECT	E:76 CEDAR AVE	958.72	98-00-00-4801	545,125.00	112,381.76	
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL	19.96	81-00-00-4368	30,000.00	19,280.85	
SPECIAL EVENTS FUND		CELEBRATION OF FALL	CELEBRATION OF FALL	49.98	81-00-00-4368	30,000.00	19,280.85	
GENERAL FUND	POLICE	MISCELLANEOUS	MISCELLANEOUS	103.84	01-20-60-5190	8,000.00	2,373.08	
PARK CAPITAL		PARK IMPROVEMENTS	LOFFREDO PARK BATHROOM	293.77	97-00-00-8101	53,800.00	22,701.90	
PARK CAPITAL		PARK IMPROVEMENTS	LOFFREDO PARK BATHROOM	74.97	97-00-00-8101	53,800.00	22,701.90	
PARK CAPITAL		PARK IMPROVEMENTS	LOFFREDO PARK BATHROOM	21.88	97-00-00-8101	53,800.00	22,701.90	
DOWNTOWN TIF FUND		TIF ELIGIBLE PROJECT	E:76 CEDAR AVE	515.87	98-00-00-4801	545,125.00	112,381.76	
DOWNTOWN TIF FUND		TIF ELIGIBLE PROJECT	E:76 CEDAR AVE	518.27	98-00-00-4801	545,125.00	112,381.76	
WATER & SEWER	SEWER	SUPPLIES - SEWER	WATER/ SEWER SUPPLIES	128.47	60-43-40-4950	30,000.00	4,893.88	
WATER & SEWER	WATER	SUPPLIES - WATER	WATER/ SEWER SUPPLIES	128.46	60-42-40-4950	35,000.00	6,553.19	
<b>Vendor Total:</b>				<b>2,814.19</b>				
<b>IL HOMICIDE INVESTIGATORS ASSOC</b>								
GENERAL FUND	POLICE	TRAINING/TRAVEL	TRAINING- 2024 CONF RE	885.00	01-20-60-4530	19,500.00	15,787.57	
<b>Vendor Total:</b>				<b>885.00</b>				
<b>JAMES P. BATEMAN, LTD.</b>								
GENERAL FUND	ADMINISTRATIVE	LEGAL FEES	GENERAL MATTERS	3,529.40	01-10-20-4330	140,000.00	45,285.80	
DOWNTOWN TIF FUND		LEGAL FEES	GENERAL MATTERS	95.00	98-00-20-4330	10,000.00	7,733.40	
GENERAL CAPITAL FUND	ADMINISTRATIVE	CAPITAL IMPROVEMENTS -	GENERAL MATTERS	2,256.25	90-10-60-5100	223,644.00	104,819.53	
GENERAL FUND	POLICE	LEGAL FEES/COURT	POLICE COMMISSION MATT	641.25	01-20-20-4330	40,000.00	22,203.45	
WATER & SEWER	WATER	LEGAL FEES	SEWER AND WATER MATTER:	11.88	60-42-20-4330	10,000.00	1,293.19	
WATER & SEWER	SEWER	LEGAL FEES	SEWER AND WATER MATTER:	11.87	60-43-20-4330	10,000.00	1,293.21	
DEVELOPER ESCROWS		JANKO GROUP, LLC	LAKE VISTA	833.80	03-00-30-2327	0.00	5,751.85	OVER
DEVELOPER ESCROWS		REDWOOD ESCROW	REDWOOD	777.40	03-00-30-2361	0.00	(41,021.33)	
DEVELOPER ESCROWS		LINCOLN AVE CAPITAL ES	STARLING	50.00	03-00-30-2360	0.00	(42,654.09)	
DOWNTOWN TIF FUND		LEGAL FEES	PLEVIAK SCHOOL TIF MAT'	5,141.20	98-00-20-4330	10,000.00	7,733.40	OVER
<b>Vendor Total:</b>				<b>13,348.05</b>				
<b>JON M. TACK, P.E.</b>								
DOWNTOWN TIF FUND		TIF ELIGIBLE PROJECT	E:SEPTEMBER 2024/ 76 CED	386.25	98-00-00-4801	545,125.00	112,381.76	
<b>Vendor Total:</b>				<b>386.25</b>				
<b>LAKE COUNTY TREASURER</b>								
GENERAL FUND	ADMINISTRATIVE	BUILDING INSPECTORS	SEPTEMBER 2024 BUILDING	3,840.44	01-10-20-4392	65,000.00	40,455.27	
<b>Vendor Total:</b>				<b>3,840.44</b>				
<b>LAKELAND SEPTIC SERVICE</b>								
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-PARKS	PUMP OUT 2 HOLDING TANK	460.00	01-46-40-4211	11,506.00	7,557.00	
<b>Vendor Total:</b>				<b>460.00</b>				
<b>LAKELAND/LARSEN</b>								
MANSION FUND		PREVENTATIVE MAINTENAN	MONTHLY ELEVATOR MAINT	212.50	08-00-00-4212	16,000.00	6,258.84	
<b>Vendor Total:</b>				<b>212.50</b>				
<b>LAUTERBACH &amp; AMEN, LLP</b>								
GENERAL FUND	ADMINISTRATIVE	FINANCIAL MANAGEMENT	C:SEPTEMBER 2024	2,605.00	01-10-20-4311	31,260.00	13,140.00	
WATER & SEWER	WATER	FINANCIAL MANAGEMENT	C:SEPTEMBER 2024	1,302.50	60-42-20-4311	15,630.00	6,570.00	
WATER & SEWER	SEWER	FINANCIAL MANAGEMENT	C:SEPTEMBER 2024	1,302.50	60-43-20-4311	15,630.00	6,570.00	
<b>Vendor Total:</b>				<b>5,210.00</b>				
<b>LAW ENFORCEMENT TARGETS, INC.</b>								
GENERAL FUND	POLICE	RANGE & SUPPLIES	RANGE & SUPPLIES	257.11	01-20-60-4560	17,000.00	6,622.62	
<b>Vendor Total:</b>				<b>257.11</b>				
<b>LF GEORGE INC.</b>								
GENERAL FUND	FLEET	VEHICLE SUPPLIES	M15R CLUTCH	1,186.74	01-30-60-4930	53,000.00	29,780.66	
<b>Vendor Total:</b>				<b>1,186.74</b>				
<b>LRS, LLC</b>								
GARBAGE FUND		REFUSE PICKUP	STICKERS #10001-11000	2,950.00	68-00-20-4470	777,238.00	360,833.60	
<b>Vendor Total:</b>				<b>2,950.00</b>				

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
<b>MENARDS - ANTIOCH</b>									
W&S CAPTIAL FUND	WATER		CAPITAL IMPROVEMENTS - WATER METER CHANGE OUT	134.73	91-42-60-5100	556,325.00	517,983.09		
GENERAL FUND	STREETS		SUPPLIES STREET SUPPLIES	44.97	01-41-40-4940	17,000.00	8,177.63		
GENERAL FUND	STREETS		SUPPLIES STREETS	16.20	01-41-40-4940	17,000.00	8,177.63		
			<b>Vendor Total:</b>	<b>195.90</b>					
<b>MIDWEST TRUCKERS ASSOC., INC.</b>									
GENERAL FUND	STREETS		PHYSICALS/TESTING YRLY CHARGE FOR 12 PEO:	1,020.00	01-41-60-4570	1,000.00	1,189.70		OVER
			<b>Vendor Total:</b>	<b>1,020.00</b>					
<b>MILIEU DESIGN LLC</b>									
WATER & SEWER	WATER	222 OAK KNOLL RD -50%	222 OAK KNOLL/ CEDAR CI	468.00	60-42-20-4213	8,772.00	5,099.60		
WATER & SEWER	SEWER	222 OAK KNOLL RD -40%	222 OAK KNOLL/ CEDAR CI	374.40	60-43-20-4213	5,494.40	3,292.40		
GENERAL FUND	BUILDINGS & GROUNDS	222 OAK KNOLL RD -10%	222 OAK KNOLL/ CEDAR CI	93.60	01-46-20-4213	23,711.60	13,948.00		
GENERAL FUND	BUILDINGS & GROUNDS	CEDAR CR PARK 2 -LIFT	222 OAK KNOLL/ CEDAR CI	129.20	01-46-20-4213	23,711.60	13,948.00		
WATER & SEWER	WATER	CEDAR CR PARK 2 -LIFT	222 OAK KNOLL/ CEDAR CI	6.80	60-42-20-4213	8,772.00	5,099.60		
GENERAL FUND	BUILDINGS & GROUNDS	LOFF PARK/ WELL 7- 98%	222 OAK KNOLL/ CEDAR CI	646.80	01-46-20-4213	23,711.60	13,948.00		
WATER & SEWER	WATER	LOFF PARK/ WELL 7- 2%	222 OAK KNOLL/ CEDAR CI	13.20	60-42-20-4213	8,772.00	5,099.60		
METRA FUND		129 RAILROAD	222 OAK KNOLL/ CEDAR CI	102.00	02-00-20-4213	1,156.00	646.00		
WATER & SEWER	SEWER	MOWING	LIFT STATION- MOWING	272.00	60-43-20-4213	5,494.40	3,292.40		
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	VACANT LOT- MOWING	110.00	01-10-20-4214	5,500.00	3,895.00		
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	WEEDING	1,440.00	01-10-20-4214	5,500.00	3,895.00		
GENERAL FUND	BUILDINGS & GROUNDS	MOWING	PARKS- MOWING	1,920.00	01-46-20-4213	23,711.60	13,948.00		
WATER & SEWER	WATER	MOWING	WELL MOWING	544.00	60-42-20-4213	8,772.00	5,099.60		
GENERAL FUND	ADMINISTRATIVE	VACANT LOT MOWING	ROUND ABOUT/ VACANT LO	165.00	01-10-20-4214	5,500.00	3,895.00		
			<b>Vendor Total:</b>	<b>6,285.00</b>					
<b>NICOR GAS</b>									
WATER & SEWER	SEWER	NATURAL GAS	500 E GRAND AVE #3	145.02	60-43-40-4610	15,000.00	3,793.19		
WATER & SEWER	SEWER	NATURAL GAS	1509 OAKLAND DR -LIFT :	110.52	60-43-40-4610	15,000.00	3,793.19		
METRA FUND		ELECTRICITY	WS RT21 S BURNETT	93.21	02-00-30-4660	2,500.00	208.36		
WATER & SEWER	WATER	NATURAL GAS	141 BELMONT AVE- WELL :	151.52	60-42-40-4610	10,000.00	1,329.28		
WATER & SEWER	WATER	NATURAL GAS	910 PARK AVE	47.33	60-42-40-4610	10,000.00	1,329.28		
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR- WATE	46.72	60-42-40-4610	10,000.00	1,329.28		
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END O	49.84	60-43-40-4610	15,000.00	3,793.19		
METRA FUND		ELECTRICITY	129 RAILROAD AVE	47.96	02-00-30-4660	2,500.00	208.36		
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END O	59.84	60-43-40-4610	15,000.00	3,793.19		
WATER & SEWER	SEWER	NATURAL GAS	57 CEDAR AVE	49.21	60-43-40-4610	15,000.00	3,793.19		
WATER & SEWER	SEWER	NATURAL GAS	129 CENTRAL AVE #2	145.24	60-43-40-4610	15,000.00	3,793.19		
WATER & SEWER	WATER	NATURAL GAS	65 CEDAR AVE	52.31	60-42-40-4610	10,000.00	1,329.28		
			<b>Vendor Total:</b>	<b>998.72</b>					
<b>NORTH EAST MULTI-REGIONAL TRAINING</b>									
GENERAL FUND	POLICE		TRAINING/TRAVEL CLOSE QUARTER HANDGUN :	200.00	01-20-60-4530	19,500.00	15,787.57		
			<b>Vendor Total:</b>	<b>200.00</b>					
<b>OTTOSEN DINOLFO HASENBALG &amp; CASTALD</b>									
DOWNTOWN TIF FUND			LEGAL FEES KFO-23-1131/ LAKE VILL	138.00	98-00-20-4330	10,000.00	7,733.40		
			<b>Vendor Total:</b>	<b>138.00</b>					
<b>PAYNE &amp; DOLAN, INC</b>									
GENERAL FUND	STREETS		MAINTENANCE - STREETS N50 COMMERCIAL 9.5MM	1,776.41	01-41-40-4240	95,000.00	83,476.13		
			<b>Vendor Total:</b>	<b>1,776.41</b>					
<b>PEERLESS NETWORK, INC.</b>									
GENERAL FUND	BUILDINGS & GROUNDS		TELEPHONE TELEPHONE	2,182.94	01-46-60-4420	34,700.00	9,789.33		
WATER & SEWER	WATER		TELEPHONE TELEPHONE	363.82	60-42-60-4420	3,300.00	1,670.40		
WATER & SEWER	SEWER		TELEPHONE TELEPHONE	363.83	60-43-60-4420	3,000.00	1,670.39		
			<b>Vendor Total:</b>	<b>2,910.59</b>					
<b>POWER CONCRETE LIFTING</b>									
GENERAL FUND	STREETS		MAINTENANCE - SIDEWALK:CONCRETE RAISING	12,000.02	01-41-40-4271	82,000.00	1,124.43		
			<b>Vendor Total:</b>	<b>12,000.02</b>					
<b>RUSSO POWER EQUIPMENT</b>									
GENERAL FUND	FLEET		VEHICLE SUPPLIES SAW 3	234.93	01-30-60-4930	53,000.00	29,780.66		
			<b>Vendor Total:</b>	<b>234.93</b>					

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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
<b>SHERWIN INDUSTRIES, INC</b>								
GENERAL FUND	STREETS	SUPPLIES	ROADSAVER 221	2,700.00	01-41-40-4940	17,000.00	8,177.63	
			<b>Vendor Total:</b>	<u>2,700.00</u>				
<b>SPOT-LESS</b>								
GENERAL FUND	BUILDINGS & GROUNDS	CLEANING SERVICE	POLICE CLEANING- AUGUS'	405.00	01-46-60-4360	8,000.00	2,565.00	
GENERAL FUND	BUILDINGS & GROUNDS	CLEANING SERVICE	VILLAGE HALL- AUGUST/ :	800.00	01-46-60-4360	8,000.00	2,565.00	
			<b>Vendor Total:</b>	<u>1,205.00</u>				
<b>STREICHER'S</b>								
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- TRJ	709.00	01-20-60-4170	40,000.00	13,322.76	
GENERAL FUND	POLICE	NEW EQUIPMENT	NIPAS GEAR- LOGAN DRYEJ	382.98	01-20-60-5201	36,065.00	20,680.30	
			<b>Vendor Total:</b>	<u>1,091.98</u>				
<b>SUBURBAN CONCRETE</b>								
GENERAL FUND	STREETS	MAINTENANCE - SIDEWALK	CURB AND SIDEWALK REMO'	71,896.00	01-41-40-4271	82,000.00	1,124.43	
			<b>Vendor Total:</b>	<u>71,896.00</u>				
<b>SUN LAKE MATERIALS</b>								
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	SAND	198.38	01-46-40-4911	20,000.00	9,411.09	
			<b>Vendor Total:</b>	<u>198.38</u>				
<b>THE CHARMM'D FOUNDATION</b>								
GENERAL FUND	POLICE	TRAINING/TRAVEL	DISC ASSESSMENT	187.00	01-20-60-4530	19,500.00	15,787.57	
			<b>Vendor Total:</b>	<u>187.00</u>				
<b>USA BLUE BOOK</b>								
WATER & SEWER	WATER	SUPPLIES - WATER	WATER SUPPLIES	729.46	60-42-40-4950	35,000.00	6,553.19	
			<b>Vendor Total:</b>	<u>729.46</u>				
<b>WAREHOUSE DIRECT</b>								
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	67.54	60-43-60-4810	5,800.00	2,157.28	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	67.54	60-42-60-4810	5,800.00	2,263.76	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	157.59	01-10-60-4810	7,350.00	3,233.21	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- TONER	157.60	01-20-60-4810	12,000.00	2,232.66	
			<b>Vendor Total:</b>	<u>450.27</u>				
			<b>Grand Total:</b>	<u>191,966.69</u>				

User: CDENZEL

EXP CHECK RUN DATES 10/08/2024 - 10/21/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ADVPR ADVANCE AUTO PARTS		
BANK CODE: 40208		
CREDIT	CREDIT TO INVOICE #50122	(112.49)
TOTAL BANK CODE: 40208		(112.49)
TOTAL VENDOR ADVPR ADVANCE AUTO PARTS		(112.49)
VENDOR CODE: AMEGAS AMERICAN GASES CORP		
BANK CODE: 40208		
210863	OXYGEN/ACETYLENE	57.36
TOTAL BANK CODE: 40208		57.36
TOTAL VENDOR AMEGAS AMERICAN GASES CORP		57.36
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
492835	CREDIT ON INVOICE 492794	(4.97)
488048	CREDIT FOR INVOICE 464121	(18.00)
494621	KIA	198.97
493839	SHOP SUPPLIES	44.78
495367	SQUAD 274	6.32
495614	CREDIT FOR INVOICE 494461	(44.09)
494461	BANK LIFT	44.09
TOTAL BANK CODE: 40208		227.10
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		227.10
VENDOR CODE: APPMEC APPLE MECHANICAL INC		
BANK CODE: 40208		
35855	MANSION- SERVICE CALL/ PARTS	445.00
TOTAL BANK CODE: 40208		445.00
TOTAL VENDOR APPMEC APPLE MECHANICAL INC		445.00
VENDOR CODE: APPTEC APPLIED TECHNOLOGIES		
BANK CODE: 40208		
37258	PROJECT 6635 / STARLING SENIOR APARTMENT	9,280.65
37255	PROJECT 6623/ GENERAL SERVICES/ LAKE VIS	7,918.00
TOTAL BANK CODE: 40208		17,198.65
TOTAL VENDOR APPTEC APPLIED TECHNOLOGIES		17,198.65
VENDOR CODE: ATLB0B ATLAS BOBCAT, LLC		
BANK CODE: 40208		
N44239	PLANER	600.00
TOTAL BANK CODE: 40208		600.00
TOTAL VENDOR ATLB0B ATLAS BOBCAT, LLC		600.00

User: CDENZEL

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DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: BADGLO BADGER GLOVE & SAFETY, INC.		
BANK CODE: 40208		
054338	UNIFORM ALLOWANCE- HESSLER/ GUILIANI/ SE	518.00
TOTAL BANK CODE: 40208		518.00
TOTAL VENDOR BADGLO BADGER GLOVE & SAFETY, INC.		518.00
VENDOR CODE: BETCIT BETTER CITY, LLC		
BANK CODE: 40208		
2030	DOWNTOWN VISION PLAN	1,000.00
TOTAL BANK CODE: 40208		1,000.00
TOTAL VENDOR BETCIT BETTER CITY, LLC		1,000.00
VENDOR CODE: BUREQU BURRIS EQUIPMENT CO.		
BANK CODE: 40208		
B05/3028	CREDIT FOR PS2015171-1	(97.85)
TOTAL BANK CODE: 40208		(97.85)
TOTAL VENDOR BUREQU BURRIS EQUIPMENT CO.		(97.85)
VENDOR CODE: CARSER CARDMEMBER SERVICE		
BANK CODE: 40208		
6097	EAGLE RIDGE RESORT	207.59
1318	DRONE ID TAGS	24.31
3662	RIFLE BATTERIES	55.37
6305	UNIFORM ALLOWANCE- DECARO	112.62
6722	ILSOS.GOV DETECTIVE PLATE RENEWAL SQUAD	154.40
9858	AMAZON RETURN	(82.49)
5055	DROPBOX	19.99
6230	CELEBRATION OF FALL- THANK YOU GIFT CARD	106.95
3688	CLEBRATION OF FALL- MISC SUPPLIES	32.19
1364	ICMA ANNUAL CONFERENCE 2024	215.18
4972	CELEBRATION OF FALL/ OFFICE SUPPLIES	192.71
8948	TRAINING/TRAVEL- ICMA ANNUAL CONF	75.00
2866	MISC- LUNCH MTG	64.36
9885	BATTERIES FOR DIGI PASS	17.33
6162	EAGLE RIDGE RESORT- JAKE LITZ TRAVEL TRA	207.59
1309	CELEBRATION OF FALL - LUNCH	338.76
7033	OFFICE SUPPLIES	80.76
2340	LUNCH FOR MIKAELA- FIRST DAY	30.56
0676	TRAINING- GFOA- DEBT MNGMT BEST PRACTICE	420.00
2540	ILCA- TRAINING FOR BRIAN PETERSEN	175.00
8731	IL AWWA TRAINING FOR BRIAN PETERSEN	310.00
8353	REPLACEMENT PARTS FOR BACKPACK SPRAYER	42.78
8962	TRAINING- DEICING WORKSHOP- PARKING LOTS	85.00
TOTAL BANK CODE: 40208		2,885.96
TOTAL VENDOR CARSER CARDMEMBER SERVICE		2,885.96
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		
10092024-2880	65 CEDAR AVE OFC	409.45
TOTAL BANK CODE: 40208		409.45
TOTAL VENDOR COMCAB COMCAST CABLE		409.45
VENDOR CODE: CONFS CONSERV FS, INC.		
BANK CODE: 40208		
102031017	834. GAL UNL GAS	2,495.32
TOTAL BANK CODE: 40208		2,495.32
TOTAL VENDOR CONFS CONSERV FS, INC.		2,495.32
VENDOR CODE: CONNEW CONSTELLATION NEW ENERGY, INC.		
BANK CODE: 40208		
68946474301	0 PAINTED LAKES BI, MCKINZIE T C	21,474.92
TOTAL BANK CODE: 40208		21,474.92
TOTAL VENDOR CONNEW CONSTELLATION NEW ENERGY, INC.		21,474.92
VENDOR CODE: CPS CHICAGO PARTS & SOUND, LLC		
BANK CODE: 40208		
32-0074969	KIA	204.45
10-0423421	KIA	32.63
32-0075237	SQUAD 271	111.85
TOTAL BANK CODE: 40208		348.93
TOTAL VENDOR CPS CHICAGO PARTS & SOUND, LLC		348.93
VENDOR CODE: DATINT DATA INTEGRATORS, INC.		
BANK CODE: 40208		
24360	NEWSLETTER- SEPTEMBER 2024	237.87
TOTAL BANK CODE: 40208		237.87
TOTAL VENDOR DATINT DATA INTEGRATORS, INC.		237.87
VENDOR CODE: EMPBENCOR EMPLOYEE BENEFITS CORPORATION		
BANK CODE: 40208		
4650122	10/1/2024 MINIMUM FEES	120.00
TOTAL BANK CODE: 40208		120.00
TOTAL VENDOR EMPBENCOR EMPLOYEE BENEFITS CORPORATIC		120.00
VENDOR CODE: ENERG ENERGENECS		
BANK CODE: 40208		
0048241-IN	SEWER SUPPLIES	185.64
TOTAL BANK CODE: 40208		185.64

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ENERG ENERGENECS		
TOTAL VENDOR ENERG ENERGENECS		185.64
VENDOR CODE: ENT ENTERPRISE FM TRUST		
BANK CODE: 40208		
FBN5161262	VEHICLE LEASES- PD	4,037.50
FBN5161166	VEHICLE LEASES- PUBLIC WORKS	3,999.51
TOTAL BANK CODE: 40208		8,037.01
TOTAL VENDOR ENT ENTERPRISE FM TRUST		8,037.01
VENDOR CODE: FACMOTPAR FACTORY MOTOR PARTS CO.		
BANK CODE: 40208		
162-191082	SHOP SUPPLIES	68.46
50-5651868	SHOP SUPPLIES	22.82
TOTAL BANK CODE: 40208		91.28
TOTAL VENDOR FACMOTPAR FACTORY MOTOR PARTS CO.		91.28
VENDOR CODE: GILFOR GILLESPIE FORD		
BANK CODE: 40208		
47963	TRUCK 15	46.60
TOTAL BANK CODE: 40208		46.60
TOTAL VENDOR GILFOR GILLESPIE FORD		46.60
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		
6889220	CHLORINE CYLINDER	30.00
TOTAL BANK CODE: 40208		30.00
TOTAL VENDOR HAWINC HAWKINS, INC.		30.00
VENDOR CODE: HOMDEP HOME DEPOT CREDIT SERVICES		
BANK CODE: 40208		
9192856	76 CEDAR AVE	958.72
7512284	CELEBRATION OF FALL	19.96
3614843	CELEBRATION OF FALL	49.98
3900021	MISCELLANEOUS	103.84
2023949	LOFFREDO PARK BATHROOM	293.77
6201019	LOFFREDO PARK BATHROOM	74.97
5124942	LOFFREDO PARK BATHROOM	21.88
9163970	76 CEDAR AVE	515.87
9192853	76 CEDAR AVE	518.27
8625082	WATER/ SEWER SUPPLIES	256.93
TOTAL BANK CODE: 40208		2,814.19
TOTAL VENDOR HOMDEP HOME DEPOT CREDIT SERVICES		2,814.19

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ILLHOM IL HOMICIDE INVESTIGATORS ASSOC		
BANK CODE: 40208		
2024A-0077	TRAINING- 2024 CONF REG FOR ILHIA TRAINI	885.00
TOTAL BANK CODE: 40208		885.00
TOTAL VENDOR ILLHOM IL HOMICIDE INVESTIGATORS ASSOC		885.00
VENDOR CODE: JAMBAT JAMES P. BATEMAN, LTD.		
BANK CODE: 40208		
10042024-GENERAL	GENERAL MATTERS	5,880.65
10092024-POLICE	POLICE COMMISSION MATTERS	641.25
10092024-SEWER	SEWER AND WATER MATTERS	23.75
10042024-LAKE VISTA	LAKE VISTA	833.80
10042024-REDWOOD	REDWOOD	777.40
10042024-STARLING	STARLING	50.00
10042024-PLEVIAK	PLEVIAK SCHOOL TIF MATTERS	5,141.20
TOTAL BANK CODE: 40208		13,348.05
TOTAL VENDOR JAMBAT JAMES P. BATEMAN, LTD.		13,348.05
VENDOR CODE: JONTAC JON M. TACK, P.E.		
BANK CODE: 40208		
10042024	SEPTEMBER 2024/ 76 CEDAR -NEW PARKING L	386.25
TOTAL BANK CODE: 40208		386.25
TOTAL VENDOR JONTAC JON M. TACK, P.E.		386.25
VENDOR CODE: LAKLAR LAKELAND/LARSEN		
BANK CODE: 40208		
197138	MONTHLY ELEVATOR MAINT	212.50
TOTAL BANK CODE: 40208		212.50
TOTAL VENDOR LAKLAR LAKELAND/LARSEN		212.50
VENDOR CODE: LAKSEP LAKELAND SEPTIC SERVICE		
BANK CODE: 40208		
1713	PUMP OUT 2 HOLDING TANKS- 8/20 & 9/9	460.00
TOTAL BANK CODE: 40208		460.00
TOTAL VENDOR LAKSEP LAKELAND SEPTIC SERVICE		460.00
VENDOR CODE: LAUAME LAUTERBACH & AMEN, LLP		
BANK CODE: 40208		
96340	SEPTEMBER 2024	5,210.00
TOTAL BANK CODE: 40208		5,210.00
TOTAL VENDOR LAUAME LAUTERBACH & AMEN, LLP		5,210.00
VENDOR CODE: LAWENFTAR LAW ENFORCEMENT TARGETS, INC.		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: LAWFENFTAR LAW ENFORCEMENT TARGETS, INC.		
BANK CODE: 40208		
0604091-IN	RANGE & SUPPLIES	257.11
TOTAL BANK CODE: 40208		257.11
TOTAL VENDOR LAWFENFTAR LAW ENFORCEMENT TARGETS, INC		257.11
VENDOR CODE: LCTREAS LAKE COUNTY TREASURER		
BANK CODE: 40208		
280208951	SEPTEMBER 2024 BUILDING SERVICES	3,840.44
TOTAL BANK CODE: 40208		3,840.44
TOTAL VENDOR LCTREAS LAKE COUNTY TREASURER		3,840.44
VENDOR CODE: LFGGEORGE LF GEORGE INC.		
BANK CODE: 40208		
IC95758	M15R CLUTCH	1,186.74
TOTAL BANK CODE: 40208		1,186.74
TOTAL VENDOR LFGGEORGE LF GEORGE INC.		1,186.74
VENDOR CODE: LRS LRS, LLC		
BANK CODE: 40208		
NI392860	STICKERS #10001-11000	2,950.00
TOTAL BANK CODE: 40208		2,950.00
TOTAL VENDOR LRS LRS, LLC		2,950.00
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
53355	WATER METER CHANGE OUT	134.73
53245	STREET SUPPLIES	44.97
53476	STREETS	16.20
TOTAL BANK CODE: 40208		195.90
TOTAL VENDOR MENANT MENARDS - ANTIOCH		195.90
VENDOR CODE: MID-WEST MIDWEST TRUCKERS ASSOC., INC.		
BANK CODE: 40208		
40636	YRLY CHARGE FOR 12 PEOPLE 10/01/2024	1,020.00
TOTAL BANK CODE: 40208		1,020.00
TOTAL VENDOR MID-WEST MIDWEST TRUCKERS ASSOC., INC.		1,020.00
VENDOR CODE: MILDES MILIEU DESIGN LLC		
BANK CODE: 40208		
181596	222 OAK KNOLL/ CEDAR CROSS PARK 2/ LIFT	1,834.00
181600	LIFT STATION- MOWING	272.00
181604	VACANT LOT- MOWING	110.00

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MILDES MILIEU DESIGN LLC		
BANK CODE: 40208		
181593	WEEDING	1,440.00
181594	PARKS- MOWING	1,920.00
181595	WELL MOWING	544.00
181603	ROUND ABOUT/ VACANT LOT	165.00
TOTAL BANK CODE: 40208		6,285.00
TOTAL VENDOR MILDES MILIEU DESIGN LLC		6,285.00
VENDOR CODE: NEMRT NORTH EAST MULTI-REGIONAL TRAINING		
BANK CODE: 40208		
362489	CLOSE QUARTER HANDGUN SKILLS: LEVEL II	200.00
TOTAL BANK CODE: 40208		200.00
TOTAL VENDOR NEMRT NORTH EAST MULTI-REGIONAL TRAINING		200.00
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
10152024-3390	500 E GRAND AVE #3	145.02
10152024-3343	1509 OAKLAND DR -LIFT STATION	110.52
10152024-5513	WS RT21 S BURNETT	93.21
10152024-5469	141 BELMONT AVE- WELL HOUSE	151.52
10152024-1446	910 PARK AVE	47.33
10152024-2455	222 OAK KNOLL DR- WATER FACILITIES BLDG	46.72
10152024-3262	ES OAK KNOLL RD- END OF RD	49.84
10152024-6481	129 RAILROAD AVE	47.96
10152024-7099	ES OAK KNOLL RD- END OF RD	59.84
10152024-6885	57 CEDAR AVE	49.21
10152024-8978	129 CENTRAL AVE #2	145.24
10152024-8365	65 CEDAR AVE	52.31
TOTAL BANK CODE: 40208		998.72
TOTAL VENDOR NICOR NICOR GAS		998.72
VENDOR CODE: OTTDIN OTTOSEN DINOLFO HASENBALG & CASTALD		
BANK CODE: 40208		
9986	KFO-23-1131/ LAKE VILLA/ DOWNTOWN TIF	138.00
TOTAL BANK CODE: 40208		138.00
TOTAL VENDOR OTTDIN OTTOSEN DINOLFO HASENBALG & CAS		138.00
VENDOR CODE: PAYDOL PAYNE & DOLAN, INC		
BANK CODE: 40208		
10-00022605	N50 COMMERCIAL 9.5MM	1,776.41
TOTAL BANK CODE: 40208		1,776.41
TOTAL VENDOR PAYDOL PAYNE & DOLAN, INC		1,776.41
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC.		

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC.		
BANK CODE: 40208		
61953	TELEPHONE	2,910.59
TOTAL BANK CODE: 40208		2,910.59
TOTAL VENDOR PEERLESS PEERLESS NETWORK, INC.		2,910.59
VENDOR CODE: POWCONLIF POWER CONCRETE LIFTING		
BANK CODE: 40208		
798	CONCRETE RAISING	12,000.02
TOTAL BANK CODE: 40208		12,000.02
TOTAL VENDOR POWCONLIF POWER CONCRETE LIFTING		12,000.02
VENDOR CODE: RUSPOW RUSSO POWER EQUIPMENT		
BANK CODE: 40208		
SPI20824632	SAW 3	234.93
TOTAL BANK CODE: 40208		234.93
TOTAL VENDOR RUSPOW RUSSO POWER EQUIPMENT		234.93
VENDOR CODE: SHEIND SHERWIN INDUSTRIES, INC		
BANK CODE: 40208		
SC053090	ROADSAVER 221	2,700.00
TOTAL BANK CODE: 40208		2,700.00
TOTAL VENDOR SHEIND SHERWIN INDUSTRIES, INC		2,700.00
VENDOR CODE: SPOTLESS SPOT-LESS		
BANK CODE: 40208		
7795	POLICE CLEANING- AUGUST/ SEPTEMBER	405.00
7796	VILLAGE HALL- AUGUST/ SEPTEMBER	800.00
TOTAL BANK CODE: 40208		1,205.00
TOTAL VENDOR SPOTLESS SPOT-LESS		1,205.00
VENDOR CODE: STREICH STREICHER'S		
BANK CODE: 40208		
I1720238	UNIFORM ALLOWANCE- TRJ RMR HD	709.00
I1721191	NIPAS GEAR- LOGAN DRYER	382.98
TOTAL BANK CODE: 40208		1,091.98
TOTAL VENDOR STREICH STREICHER'S		1,091.98
VENDOR CODE: SUBCON SUBURBAN CONCRETE		
BANK CODE: 40208		
DPW-2412	CURB AND SIDEWALK REMOVAL	71,896.00
TOTAL BANK CODE: 40208		71,896.00

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: SUBCON SUBURBAN CONCRETE		
	TOTAL VENDOR SUBCON SUBURBAN CONCRETE	71,896.00
VENDOR CODE: SUNLAK SUN LAKE MATERIALS		
BANK CODE: 40208		
64465	SAND	198.38
	TOTAL BANK CODE: 40208	198.38
	TOTAL VENDOR SUNLAK SUN LAKE MATERIALS	198.38
VENDOR CODE: THECHA THE CHARMM'D FOUNDATION		
BANK CODE: 40208		
10022024	DISC ASSESSMENT	187.00
	TOTAL BANK CODE: 40208	187.00
	TOTAL VENDOR THECHA THE CHARMM'D FOUNDATION	187.00
VENDOR CODE: USABLU USA BLUE BOOK		
BANK CODE: 40208		
INV00496053	WATER SUPPLIES	729.46
	TOTAL BANK CODE: 40208	729.46
	TOTAL VENDOR USABLU USA BLUE BOOK	729.46
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5804219-0	OFFICE SUPPLIES- TONER	450.27
	TOTAL BANK CODE: 40208	450.27
	TOTAL VENDOR WARDIR WAREHOUSE DIRECT	450.27
GRAND TOTAL:		191,966.69

VILLAGE OF LAKE VILLA

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ORDINANCE NO. 2024-10-03

AN ORDINANCE OF THE VILLAGE OF LAKE VILLA, LAKE COUNTY, ILLINOIS,  
APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE  
OF LAKE VILLA AND GRAHAM ENTERPRISE, INC.

(Re: 400 E. Grand Avenue)

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ADOPTED BY THE  
CORPORATE AUTHORITIES

OF THE

VILLAGE OF LAKE VILLA, ILLINOIS

THIS 21<sup>st</sup> DAY OF OCTOBER, 2024

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Published in pamphlet form by the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 21<sup>st</sup> day of October, 2024

AN ORDINANCE OF THE VILLAGE OF LAKE VILLA, LAKE COUNTY, ILLINOIS,  
APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE  
OF LAKE VILLA AND GRAHAM ENTERPRISE, INC.

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

WHEREAS, the Village is engaged in the revitalization and development of its downtown area, which includes the property commonly known as 400 E. Grand Avenue, identified by Parcel No. 02-33-303-007 (the “Subject Property”); and

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

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

the payment and financing of “Redevelopment Project Costs”, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; and

WHEREAS, the existence of blighting factors in the Project Area, as described in the Redevelopment Plan, and the extraordinary costs necessary for development have prevented private developers from developing, redeveloping, and revitalizing the Project Area, which has, in turn, prevented the development and construction of commercial enterprises within the Project Area; and

WHEREAS, Graham Enterprise, Inc., an Illinois Corporation (the “Developer”), has submitted a proposal to the Village to demolish an existing convenience store/gas station at the Subject Property and install new gasoline and biodiesel fueling operations and construct a new 6,000 square foot convenience store/gas station with fueling operation for a cost of approximately \$5,565,225.00 (the “Project”); and

WHEREAS, the Developer has informed the Village that the ability to proceed with the Project requires financial assistance from the Village to offset the extraordinary costs to be incurred by the Developer; and

WHEREAS, the Corporate Authorities have determined that in order to induce the Developer to proceed with the Project, thereby providing economic development for the Village which is in the best interests of the Village, and the health, safety and general welfare of its residents and have agreed to provide financial assistance to the Developer pursuant to the terms and conditions of a redevelopment agreement between the Village and Developer.

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

SECTION 1: That the Redevelopment Agreement by and between the Village of Lake Villa, Lake County, Illinois and Graham Enterprise, Inc., attached hereto and made a part hereof, is hereby approved and the Mayor and the Village Clerk are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement its terms.

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

Passed by the Corporate Authorities on October 21, 2024, on a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED by the Mayor on October 21, 2024

\_\_\_\_\_  
James McDonald  
Mayor, Village of Lake Villa

ATTEST:

\_\_\_\_\_  
Mary Konrad, Village Clerk,  
Village of Lake Villa

EXHIBIT A

REDEVELOPMENT AGREEMENT

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE  
VILLAGE OF LAKE VILLA AND GRAHAM ENTERPRISE, INC.**

**THIS REDEVELOPMENT AGREEMENT** (“*Agreement*”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“*Effective Date*”) by and between the Village of Lake Villa, Lake County, Illinois, an Illinois municipal corporation (“*Village*”), and Graham Enterprise, Inc., an Illinois Corporation (the “*Developer*”).

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

**ARTICLE 1: RECITALS**

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

1.2 The Village is engaged in the revitalization and development of its downtown area, which includes the property commonly known as 400 E. Grand Avenue, identified by Parcel No. 02-33-303-007 (the “*Subject Property*”).

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

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

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

1.6 The Developer has submitted a proposal to the Village to demolish an existing convenience store/gas station at the Subject Property and install new gasoline and biodiesel fueling operations and construct a new 6,000 square foot convenience store/gas station with fueling operation (the “*Project*”), for the purpose of operating a gas station and convenience store at the Subject Property (the “*Business*”).

1.7 The Developer advised the Village that unless it receives financial assistance from the Village through the benefits available as the result of the Village's adoption of the TIF Act as applicable to the Subject Property, the Developer is unable to undertake the Project.

1.8 The Village believes the rehabilitation of the Subject Property as the Developer has proposed would enhance the downtown area of the Village and therefore desires to have the Subject Property redeveloped which the Village believes would eliminate the blight factors found within the Project Area; increase the tax base for the Village and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its residents; and, therefore, is prepared to reimburse the Developer in accordance with the terms and conditions as hereinafter provided.

## **ARTICLE 2: OBLIGATIONS OF THE DEVELOPER**

2.1 On or before March 31, 2025, the Developer covenants and agrees to have submitted to the Village for its approval, all applications as required by the Village Code, including any applications for zoning relief that may be required for the Project.

2.2 On or before September 30, 2025, the Developer covenants and agrees to have secured all other approvals, consents, building permits and licenses for the Project from all other governmental units and agencies having jurisdiction over the Project and shall have paid all zoning, building permit, and other fees necessary to for said permit approvals.

2.3 On or before September 30, 2026, the Developer covenants and agrees to have completed construction and obtained a certificate of occupancy for the Project in accordance with this Agreement.

2.4 Upon completion of the construction of the Project and the issuance of a certificate of occupancy the Developer shall submit to the Village all paid invoices, receipts and any of the documentation deemed necessary to evidence an investment by the Developer no less than \$5,565,225.00 for completion of the Project.

2.5 It is understood and agreed that during the term of this Agreement, the Developer shall maintain its operations at the Subject Property.

2.6 It is further understood that during the term of this Agreement, the Developer agrees to work cooperatively and responsively with all external agencies, including Lake County Division of Transportation, Illinois Department of Transportation, Illinois Environmental Protection Agency, and any other agency to obtain necessary permits and inspections to complete the Project. In the event of an external agency delay, the Developer agrees that any agreed-upon milestones or deadlines, may be extended proportionately to account for the delay, provided that the Developer has notified the Village in advance, and that it demonstrates that it has made reasonable efforts to mitigate the delay.

2.7 The Developer anticipates fifteen (15) new jobs shall be created upon completion of the Project.

**ARTICLE 3: VILLAGE OBLIGATIONS**

3.1 The Village has established a special tax allocation fund solely for the Project Area (the “*STAF*”) into which the Village shall deposit all Incremental Taxes, as defined below, generated from the Project Area.

3.2 Upon completion of the Project, the Developer shall be reimbursed for all eligible Redevelopment Project Costs, as defined below, pursuant to the procedures, limitations and requirements of this Article 3.

3.3 A Developer reimbursement account (the “Graham TIF Account”) shall be automatically created by the Ordinance approving this Agreement. Seventy-five percent (75%) of the Incremental Taxes generated from the Subject Property shall be transferred from the STAF and deposited into the Graham TIF Account and used to reimburse the Developer for eligible Redevelopment Project Costs pursuant to the terms of this Agreement.

3.4 So long as no notice of an event of default has been issued pursuant to Article 5 hereof and remains outstanding, on December 1 of each year during the term of this Agreement, following the completion of the Project, or ten (10) days following the date upon which the Village receives Incremental Taxes as herein after defined from the final installment of real estate taxes for and each year during the term of this agreement if later, the Developer shall be annually reimbursed from the Graham TIF Account until the first to occur: (i) reimbursement has been made to the Developer for Redevelopment Project Costs in an aggregate amount not to exceed \$300,000; or (ii) December 31, 2040.

3.5 As used in this Agreement, “Incremental Taxes” shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located herein over the initial equalized assessed value of said parcels, as of the designation of the Project Area. “Redevelopment Project Costs” shall mean and include all costs and expenses defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act.

THE VILLAGE’S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT AS PROVIDED IN ARTICLE 3 IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE GRAHAM TIF ACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

**ARTICLE 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

- (a) Recitals. All representations and agreements made in Article 1 are true, complete, and accurate in all respects.
- (b) Maintain the Subject Property. The Subject Property shall be maintained in accordance with all applicable Village codes and other laws.

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

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

- (a) Recitals. All representations and agreements made in Article 1 are true, complete, and accurate in all respects.
- (b) Authorizations. The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated

hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.

- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect the ability of the Village to perform its obligations under this Agreement.

## **ARTICLE 5: ENFORCEMENT AND REMEDIES**

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

5.2 Notice; Cure; Self-Help. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 5, 30 days after notice of any breach delivered in accordance with Article 8 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 5.4 and 5.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 5.2, then, except as specifically provided otherwise in the following sections of this Article 5 and in addition to any and all other remedies that may be available either in law or equity, a party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

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

- (a) If any material representation made by the Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in connection with any of the documents, shall prove to be untrue or incorrect in any material respect as of the date made.

- (b) Default by the Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of the Developer.
- (c) The Developer in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement, including, but not limited to failure to Developer's failure to maintain the Subject Property or pay any tax or fee when due as required by Section 4.1(c), respectively.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
- (e) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer's respective property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (f) The determination that the Developer did not, in fact, complete the obligations as set forth in Article 2.

#### 5.4 Remedies for Default by Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by the Developer, the Village may terminate this Agreement and any and all obligations hereunder shall be null and void or, pursuant to Section 5.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of the Developer's obligations under this Agreement.
- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

5.5 Indemnification by the Developer's Agreement to Pay Attorneys' Fees and Expenses. The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Property; or, (ii) the Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of (i) the performance of the Village's representations, warranties and covenants under Article 4 of this Agreement; (ii) the Village's default under the provisions of this Agreement; or (iii) the act, omission, negligence or misconduct of the Village or any of the aforesaid parties. If the Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, Developer, on the Village's demand, shall pay to the Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

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

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

5.7 Remedies for Default by Village. Subject to the provisions of this Agreement, in the case of an event of default by the Village, the Developer, pursuant to Section 5.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the Village's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers,

agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

## ARTICLE 6: GENERAL PROVISIONS

### 6.1 Liability and Indemnity of Village.

- (a) No liability for Village Review. The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) Hold Harmless and Indemnification. The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Article 4 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

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

6.3 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that

such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

#### **ARTICLE 7. TERM**

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

#### **ARTICLE 8. NOTICES**

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

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

with a copy to:

Graham Enterprise, Inc.  
750 Bunker Court; Suite 100  
Vernon Hills, IL 60061  
Attention: John C. Graham

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

with a copy to:

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

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

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

**ARTICLE 9. IN GENERAL**

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

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

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

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

**Village of Lake Villa, an Illinois municipal corporation**

*Attest:*

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2024

**Graham Enterprise, Inc., an Illinois Corporation**

By: \_\_\_\_\_

VILLAGE OF LAKE VILLA

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ORDINANCE NO. 2024-10-04

AN ORDINANCE APPROVING ECONOMIC INCENTIVE AGREEMENT BY AND  
BETWEEN THE VILLAGE OF LAKE VILLA AND GRAHAM ENTERPRISE, INC.

(Re: 400 E. Grand Avenue)

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ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF LAKE VILLA, ILLINOIS  
THIS 21<sup>st</sup> DAY OF OCTOBER, 2024

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Published in pamphlet form by the Corporate Authorities of the Village of Lake Villa, Lake  
County, Illinois, this 21<sup>st</sup> day of October, 2024

AN ORDINANCE APPROVING ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE OF LAKE VILLA AND GRAHAM ENTERPRISE, INC.

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

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

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

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

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

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

WHEREAS, Graham Enterprise, Inc., an Illinois corporation, (the "*Developer*") owns certain property commonly known as 400 E. Grand Avenue, identified by Parcel No. 02-33-303-007 (the "*Subject Property*"), and has submitted a proposal to the Village to demolish an existing convenience store/gas station at the Subject Property and install new gasoline and biodiesel fueling operations and construct a new 6,000 square foot convenience store/gas station with fueling operation, at a cost of approximately \$5,565,225.00 (the "*Project*"); and

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

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

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

SECTION 1: That the Economic Incentive Agreement between the Village of Lake Villa, Lake County, Illinois and Graham Enterprise, Inc., attached hereto and made a part hereof, is hereby approved and the Mayor and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

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

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

Passed by the Corporate Authorities on October 21, 2024, on a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

APPROVED by the Mayor on October 21, 2024

\_\_\_\_\_  
James McDonald  
Mayor, Village of Lake Villa

ATTEST:

\_\_\_\_\_  
Mary Konrad, Village Clerk,  
Village of Lake Villa

EXHIBIT A

ECONOMIC INCENTIVE AGREEMENT

**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE  
VILLAGE OF LAKE VILLA AND GRAHAM ENTERPRISE, INC.**

**THIS ECONOMIC INCENTIVE AGREEMENT** (“*Agreement*”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“*Effective Date*”) by and between the Village of Lake Villa, Lake County, Illinois, an Illinois municipal corporation (“*Village*”), and Graham Enterprise, Inc., an Illinois Corporation (the “*Developer*”).

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

**ARTICLE 1: RECITALS**

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

1.2 The Village is engaged in the revitalization and development of its downtown business district, including the property commonly known as 400 E. Grand Avenue, identified by Parcel No. 02-33-303-007 (the “*Subject Property*”).

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

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

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

1.6 The Developer has submitted a proposal to the Village to demolish an existing convenience store/gas station at the Subject Property and install new gasoline and biodiesel fueling operations and construct a new 6,000 square foot convenience store/gas station with fueling operation (the “*Project*”), for the purpose of operating a gas station and convenience store at the Subject Property (the “*Business*”).

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

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

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

## **ARTICLE 2: OBLIGATIONS OF THE DEVELOPER**

2.1 On or before March 31, 2025, the Developer covenants and agrees to have submitted to the Village for its approval, all applications as required by the Village Code, including any applications for zoning relief that may be required for the Project.

2.2 On or before September 30, 2025, the Developer covenants and agrees to have secured all other approvals, consents, building permits and licenses for the Project from all other governmental units and agencies having jurisdiction over the Project and shall have paid all zoning, building permit, and other fees necessary to for said permit approvals.

2.3 On or before September 30, 2026, the Developer covenants and agrees to have completed construction and obtained a certificate of occupancy for the Project in accordance with this Agreement.

2.4 Upon completion of the construction of the Project and the issuance of a certificate of occupancy the Developer shall submit to the Village all paid invoices, receipts and any of the documentation deemed necessary to evidence an investment by the Developer no less than \$5,565,225.00 for completion of the Project.

2.5 It is understood and agreed that during the term of this Agreement, the Developer shall maintain its operations at the Subject Property.

2.6 It is further understood that during the term of this Agreement, the Developer agrees to work cooperatively and responsively with all external agencies, including Lake County Division of Transportation, Illinois Department of Transportation, Illinois Environmental Protection Agency, and any other agency to obtain necessary permits and inspections to complete the Project. In the event of an external agency delay, the Developer agrees that any agreed-upon milestones or deadlines, may be extended proportionately to account for the delay, provided that the Developer has notified the Village in advance, and that it demonstrates that it has made reasonable efforts to mitigate the delay.

2.7 The Developer anticipates fifteen (15) new jobs shall be created upon completion of the Project.

**ARTICLE 3: VILLAGE OBLIGATIONS**

So long as no notice of an event of default has been issued pursuant to Article 6 hereof and remains outstanding, a certificate of occupancy for the Project was obtained on or before September 30, 2026, and this Agreement remains in full force and effect, the Village shall reimburse the Developer for Business District Project Costs incurred in connection with the Project upon the Developer’s submission to the Village of all paid invoices, receipts and any of the documentation deemed necessary to evidence an investment by the Developer no less than \$5,565,225.00.for completion of the Project.

**ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER**

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

4.2 A Developer reimbursement account (the “Graham BDD Account”) shall be automatically created by the Ordinance approving this Agreement. One-hundred percent (100%) of the BDD Taxes generated from any sales-tax generating business located on the Subject Property and deposited into the BDD STAF shall be transferred into the Graham BDD Account and used to reimburse the Developer for eligible Business District Project Costs, pursuant to the terms of this Agreement.

4.3 So long as no notice of an event of default has been issued pursuant to Article 5 hereof and remains outstanding, on December 1 of each year during the term of this Agreement, the Developer shall be annually reimbursed all BDD Taxes from the Graham BDD Account until December 31, 2040.

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

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

**ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

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

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

## **ARTICLE 6: ENFORCEMENT AND REMEDIES**

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

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

the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

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

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

6.4 Remedies for Default by Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by the Developer, the Village may terminate this Agreement and any and all obligations hereunder shall be null and void or, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of the Developer's obligations under this Agreement.
- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

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

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

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

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

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

## **ARTICLE 7: GENERAL PROVISIONS**

### 7.1 Liability and Indemnity of Village.

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

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

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

## **ARTICLE 8. TERM**

Term. Unless otherwise terminated as provided herein, this Agreement shall be in full force and effect upon its execution by the parties and terminate on December 31, 2040.

## **ARTICLE 9. NOTICES**

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

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

with a copy to:

Graham Enterprise, Inc.  
750 Bunker Court; Suite 100  
Vernon Hills, IL 60061  
Attention: John C. Graham

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

with a copy to:

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

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

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

#### **ARTICLE 10. IN GENERAL**

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

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

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

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

**Village of Lake Villa, an Illinois municipal corporation**

*Attest:*

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2024

**Graham Enterprise, Inc., an Illinois corporation**

By: \_\_\_\_\_

Village of Lake Villa, Illinois

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# Stormwater Master Plan

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*Prepared by:*

**BAXTER & WOODMAN**  
Consulting Engineers

[www.baxterwoodman.com](http://www.baxterwoodman.com)

Prepared: September 16, 2024

Revised: October 17, 2024

# Village of Lake Villa, Illinois Stormwater Master Plan

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#### Appendix

- A Engineer’s Opinion of Probable Construction Costs

### LIST OF EXHIBITS

#### Exhibit

- 1 Area 1: Park Place | Alternative 1: Proposed Improvements
- 2 Area 1: Park Place | Alternative 2: Proposed Improvements
- 3 Area 2: Sun Lake Court | Proposed Improvements
- 4 Area 3: Sherwood Memorial Park | Existing Conditions: 10-Year, 30-Minute
- 5 Area 3: Sherwood Memorial Park | Existing Conditions: 25-Year, 30-Minute

- 6 Area 3: Sherwood Memorial Park | Existing Conditions: 100-Year, 30-Minute
- 7 Area 3: Sherwood Memorial Park | Existing Conditions: 10-Year, 24-Hour
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- 12 Area 3: Sherwood Memorial Park | Alternative 3: 25-Year, 30-Minute
- 13 Area 3: Sherwood Memorial Park | Alternative 3: 100-Year, 24-Hour

## LIST OF ABBREVIATIONS

ac-ft	-	acre-feet
BFE	-	Base Flood Elevation
cfs	-	cubic feet per second
C	-	Rational Method runoff coefficient
CN	-	SCS Curve Number
CY	-	cubic yards
FEMA	-	Federal Emergency Management Agency
FIRM	-	Flood Insurance Rate Map
FIS	-	Flood Insurance Study
ft	-	feet
HWL	-	High Water Level
Min	-	minutes
Q	-	discharge rate
SFHA	-	Special Flood Hazard Area
T <sub>c</sub>	-	time of concentration

## LIST OF DEFINITIONS

### Curve Number (CN)

An empirical parameter used to estimate runoff from a rainfall event, for each subbasin.

### Design Storm

Rainfall amount and distribution in space and time, used to determine a design flood or design peak discharge.

### **Hydraulic Grade Line (HGL)**

A concept used in fluid mechanics and civil engineering. It represents the sum of pressure head and the datum head above a selected reference point along a pipeline. The HGL helps engineers analyze fluid flow, pressure variations, and energy distribution in pipelines and channels.

### **Infiltration**

Water other than wastewater that enters a sewage collection system (including sewer service connections) from the ground through such sources as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.

### **Overland Flow Path**

An above-ground component of a drainage system that caters for overland flows that occur when underground drainage pipes reach their capacity and cannot cope with more run-off from heavy rainfall.

### **Rain Garden**

Shallow, vegetated basins that collect, infiltrate, evaporate, and transpire stormwater runoff from impervious surfaces. Often utilize native plant species with deep roots that absorb stormwater and provide conduits for water flow.

### **Sewer Televising**

Inserting a video camera into a sewer pipe, typically for the purpose of evaluating the condition of the sewer system and identifying issues.

### **Stormwater Best Management Practices (BMPs)**

Structural, vegetative, or managerial measures that can be implemented to reduce flooding, improve water quality, and protect or enhance natural resources.

### **Stormwater Conveyance**

Stormwater features designed for the movement of stormwater through the drainage system, such as pipes, inlets, manholes, ditches, depressions, swales, streams, etc.

### **Stormwater Detention**

A stormwater storage facility that temporarily stores stormwater runoff, allowing it to drain from the facility at a controlled discharge rate to a receiving channel or water body.

### **Stormwater Retention**

A stormwater storage facility that holds stormwater runoff until it evaporates and/or is absorbed by the soil.

### **Time of Concentration (T<sub>c</sub>)**

The time required for runoff to travel from the hydraulically most distant point in the watershed to the outlet.

### **Weir**

A barrier that controls or permits measurement of discharges, including spillways and embankments located at the outfall of a body of water.

## 1. EXECUTIVE SUMMARY

---

The Village of Lake Villa (Village), Illinois retained Baxter & Woodman, Inc. to study stormwater improvements at various locations within the Village with known flooding hazards. The locations studied in this masterplan are:

- Park Avenue;
- Sun Lake Court, and;
- Sherwood Memorial Park to Kevin Avenue and Laurie Court

Each of these locations experiences drainage problems following storm events caused by large upstream runoff volumes, insufficient conveyance systems, or minimal detention opportunities in a developing watershed.

The depressional area at Park Avenue collects stormwater runoff from the adjacent industrial parks until ditches overtop onto the roadway and private properties. Stormwater currently reaches up to three feet (3') in the ditch and up to one foot (1') over the roadway before flowing southeast into the detention basin for the Park Place subdivision. Poor conveyance and a lack of an established overland flow route cause flooding of the roadway and block access to the private business.

At Sun Lake Court, storm water from east of Deep Lake Road flows across Sun Lake Court before reaching Painted Lakes 4 and 5. An existing 24-inch storm sewer conveys stormwater under Sun Lake Court. The normal water level from the Painted Lake Ponds creates a tailwater condition which contributes to roadway flooding in this cul-de-sac, blocking roadway access to six homes.

Sherwood Memorial Park, Kevin Avenue, and Laurie Court were reviewed as one system due to their relative location and existing sewer layout. Sags in the roadway at Kevin Avenue and Laurie Court hold water until the storm sewer has capacity to carry it away. Deficient storm sewer capacity at these locations leads to roadway and residential flooding. This storm sewer network eventually reaches Sherwood Memorial Park, filling two large ponds connected with a 42-inch equalizer pipe before ultimately flowing south towards Eagle Creek. The tailwater effects of Eagle Creek were not included in this analysis. The Village reported concerns with sinkholes in this location, especially around the existing storm sewers.

Proposed improvements for each of these sites were analyzed. Storm sewer conveyance improvements at Park Avenue and Sun Lake Court are recommended to move stormwater from ponding locations in the street to the nearby stormwater ponds. At Sherwood Memorial Park, the recommended alternative proposes installing new 36-inch storm sewers to convey stormwater from Laurie Court and Burnett Avenue to the ponds at the park and lowering the pond elevation with a new outlet invert or dynamic weir to provide more storage within the existing pond footprint.

Exhibits, estimated opinions of probable costs, and prioritized alternatives are provided in the following sections of the report.

---

**Village of Lake Villa, Illinois**

Stormwater Master Plan • 230531.00

## 2. SCOPE, DATA COLLECTION & METHODOLOGY

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Baxter & Woodman collected and reviewed the following information for the project area:

- Available Lake County GIS data, including topographic mapping, parcel information, and sewer data;
- The Natural Resources Conservation Service (NRCS) Web Soil Survey;
- A field investigation of stated problem areas, performed in July 2023;
- Storm sewer atlas information provided by the Village, and;
- Record drawings of Milwaukee and Grand Avenues provided by IDOT.

This data was used, along with reported flooding information provided by Village staff, to assess the existing conditions of each of the study areas. Park Avenue and Sun Lake Court were analyzed and a qualitative review is provided for the Village.

Sherwood Memorial Park was assessed with PCSWMM, a hydrologic and hydraulic modeling software, and three alternatives were prepared for the Village. Baxter & Woodman assessed the current level of service of the existing infrastructure and tested proposed solutions. This software allows Baxter & Woodman to assess multiple alternatives and allows for the potential to further analyze alternatives with more complex conditions in the future during final design.

The SWMM runoff routing method assumes each sub-watershed defined in the 80 acres tributary to the ponds is a non-linear reservoir divided into an impervious and pervious portion. Losses for the pervious portion of each watershed are calculated in the model based on soil type and land use. There is a significant quantity of sandy soils through this neighborhood, supporting the history of sinkholes reported by the Village.

The total area of each sub-catchment, the sub-catchment width, and the average slope of each sub-catchment were recorded in the SWMM runoff model. The time of concentration for each sub-catchment was calculated using the NRCS Technical Release 55 (TR-55) method. This area was modeled with synthetic, peak rainfall data for Northeast Illinois. Synthetic events are specified for a given recurrence interval (e.g., 2-year, 10-year, 100-year) and duration (e.g. 1-hour, 12-hour, 24-hour). Peak rainfall depths were taken from Bulletin 75 (Angel et al., 2020) for Region 2 (Northeastern Illinois), and the distributions were derived from Huff, 1990, for the appropriate storm durations.

Assessing flooding using an event-based modeling approach requires a critical-duration analysis to determine the storm length that produces peak flood elevations. Peak flood elevations for storm sewer networks usually result from shorter storms due to sewer system capacity being exceeded from high intensity rainfall. Peak flood elevations on ponds and volume-controlled conditions typically occur during longer storms with durations of at least 12 hours. For models representing large areas, critical durations could vary throughout the network and for different return periods. A critical duration analysis was performed to determine the peak storm event for each recurrence interval. The 30-minute duration storm is the peak event for the Sherwood Memorial Park watershed. The 10-year, 25-year and 100-year storms were run with the 30-minutes storm to assess the capacity of the storm sewers and the 24-hour storm to assess the capacity of the basin.

## PARK AVENUE

### 3.1 Existing Conditions at Park Avenue

The current drainage system along Park Avenue is made up of shallow ditches and culverts on both sides of Park Avenue that extend under the driveways and parking lot entrances of the adjacent businesses. In front of the parcel owned by the School District, where buses are parked, a short run of 12-inch to 24-inch storm sewers conveys storm water to Park Place Pond 1. The Village reported frequent standing water within the ditch and at the school-owned parcel and roadway. The tributary area to Park Avenue in front of the School District parcel is approximately 7.6 acres.

The large percentage of impervious area in this commercial district contributes to high runoff volumes from the tributary area. Storm sewer sizing calculations revealed the existing storm sewers are undersized and do not effectively convey stormwater to the nearby ponds. Ponding water across the roadway and flooding at the driveway approaches and parking areas can be anticipated after a 10-year rainfall event. Flood depths can reach the 794.0 elevation shown in the blue contour in Figure 1.

FIGURE 1

#### Topographic and Aerial Map of Park Avenue



### 3.2 Alternative 1: 36" Storm Sewer to Park Place Pond 1

Alternative 1 proposes installation of a 36-inch storm sewer in the west right-of-way along the shallow ditch and replace the existing undersized storm sewers. This storm sewer would discharge to the open channel to Park Place Pond 1 (labeled B on Exhibit 1) via a flared end section. The channel would require improvements to protect against erosion and sedimentation by being cleaned out, widened, and restored with stone rip rap.

The proposed storm sewer would be installed with a shallow slope to provide positive drainage from the flooded driveways to Park Place Pond 1. Due to the minimal slope, a 36-inch diameter sewer is required to convey the 10-year flows. These improvements require restoration of the roadway, driveways, sidewalk, and curb and gutter. Coordination with the Park Place Association, owners of the pond, is required to complete improvements to the edge of the pond.

Wetlands creation around Park Place Pond 1 is proposed to provide additional stormwater storage and improve water quality. This additional storage may be considered by the Village when permitting new development at the adjacent properties. The total wetland area and storm water storage volume around Park Place Pond 1 should be refined in design to address development standards and meet the drainage needs of the subdivision.

Exhibit 1 depicts the proposed storm sewer improvements and area of wetland creation.

Cost to develop a wetland include earth excavation and site preparation, topsoil installation, and planting of wetland seed mixes and mature plugs. The variety of plugs and seeds will accelerate establishment of the wetland compared to seeds alone. The cost estimate includes construction, engineering, and a 30% contingency. Land acquisition or easement agreements are not included in this estimate. Appendix A includes the engineer's opinion of probable cost for this improvement.

***Park Place, Alt 1, 36" Storm Sewer to Park Pond 1 with created wetlands: \$1,356,000***

### 3.3 Alternative 2: 36" Storm Sewer to Southeast Pond

The second alternative proposes extending the 36-inch storm sewer proposed in Alternative 1 south to a new outfall at southeast pond (labeled A on Exhibit 2). This alternative would bypass Park Place Ponds 1 and 3 (labeled B and C on Exhibit 2). The southern pond is the ultimate outfall of Park Place Ponds 1 and 3.

This alternative does not rely on the drawdown time of the ponds to convey stormwater to the outfall of the subdivision. Alternative 2 includes a total of 1,090 linear feet of 36-inch storm sewer. This alternative will also require roadway restoration and coordination with Park Place Association, the owners of the property at the southeast pond.

Additional analysis is recommended to ensure the downstream pond, labeled A, has capacity for the additional discharge from the 36-inch storm sewer. Exhibit 2 depicts these proposed storm sewer improvements.

The following cost estimates include construction, engineering, and a 30% contingency. Land acquisition or easement agreements are not included in this estimate. Appendix A includes the engineer's opinion of probable cost for this improvement.

***Park Place, Alternative 2, 36" Storm Sewer to Southeast Pond:     \$1,014,000***

DRAFT

## 3. SUN LAKE COURT

### 4.1 Existing Conditions at Sun Lake Court

Sun Lake Court experiences flooding of the roadway during storm events. Runoff from Polley Field, east of Deep Lake Road, flows via storm sewers to the rear yards of the homes on the east side of Sun Lake Court. Existing storm sewers collect water from the rear yards and the sag at Sun Lake Court and discharge to Painted Lakes Pond 4. The upstream tributary area that contributes to the ponding water at the Sun Lake Court is approximately 47 acres.

There are four existing inlets within the roadway that connect to a 24-inch storm sewer that discharges to Painted Lakes Pond 4. The storm sewer outfall is submerged in dry conditions. Stormwater could reach up to two feet (2') of ponding in the roadway during intense storms before overtopping and flowing west via an overland flow path into Painted Lakes Pond 4.

FIGURE 2

#### Topographic and Aerial Map of Sun Lake Court



FIGURE 3

**Existing Stormwater Inlets at Sag in Sun Lake Court****4.2 Proposed Improvements at Sun Lake Court**

Baxter & Woodman calculated the approximate volume of runoff that reaches the sag at Sun Lake Court in the 10-year storm event. The existing inlets were determined sufficient for the design flow, and Baxter & Woodman determined that four inlets is sufficient to collect the 10-year storm into the storm sewers.

Next, Baxter & Woodman estimated the size of the storm sewer needed to convey the 10-year runoff away from the sag at Sun Lake Court. A 24-inch storm sewer was determined to be sufficient to convey the runoff and provide a 10-year level of service.

Baxter & Woodman concluded the street flooding results from the tailwater condition caused by Painted Lakes Pond 4. The pond levels are high enough to submerge the outfall of the existing 24-inch storm sewer. Stormwater backs up in the right-of-way and drains slowly due to the high water level of the receiving pond.

The proposed solution to this standing water in the right-of-way is to replace the existing storm sewer and raise the elevation of the outfall to reduce the effect of the tailwater condition on Sun Lake Court. See Exhibit 3 for a map of the proposed improvements at Sun Lake Court.

The invert of the storm sewer outlet is proposed above the normal water elevation. The normal water elevation was determined by available GIS information and visually confirmed with a site visit. This storm sewer will be installed at eight-tenths per 100 foot slope, (0.8%), and tie into the existing storm sewer structures in the west curb of Sun Lake Court.

This proposed design requires removal of the storm sewer and structures in the side yard between 1216 Sun Lake Court and 1212 Sun Lake Court. An easement agreement may be required to access, install and maintain the storm sewer. The cost of an easement agreement is not included in the estimate of probable costs. Restoration of the side yard will require coordination with the homeowners.

Estimated costs for the proposed improvement is provided below. Estimates include construction, engineering, and a 30% contingency. Appendix A includes the engineer's opinion of probable cost for this improvement.

***Sun Lake Court, Install storm sewer with raised outfall: \$194,000***

## 4. STEVEN SHERWOOD MEMORIAL PARK

### 5.1 Existing Conditions at Memorial Park

The Village reports frequent flooding in the neighborhood surrounding Steven Sherwood Memorial Park. Existing 12-inch to 18-inch storm sewers collect stormwater from Kevin Avenue, Wesley Avenue, Walden Avenue, and Laurie Court and discharges to the ponds at Steven Sherwood Memorial Park via a 30-inch storm sewer. The Village reports flooding along Kevin Avenue and at Laurie Court and notes frequent sinkholes around the storm sewers. Significant structural flooding was not reported by Village staff. Baxter & Woodman studied this area using PCSWMM 2D modeling software.

Approximately 80 acres of primarily residential land are tributary to Steven Sherwood Memorial Park. When storm sewers are at capacity, stormwater flows overland through the streets and private side yards until it reaches the two ponds at the park. The Village reports erosion around the ponds, loss of the shoreline, and flooding depths up to the tennis courts and gazebo in the park, approximately three feet (3') over the ponds' normal water level.

The ponds are connected by a submerged equalizer pipe under the walking path. The Village added a second equalizer pipe above the existing recently to reduce flooding of the walking path.

FIGURE 4

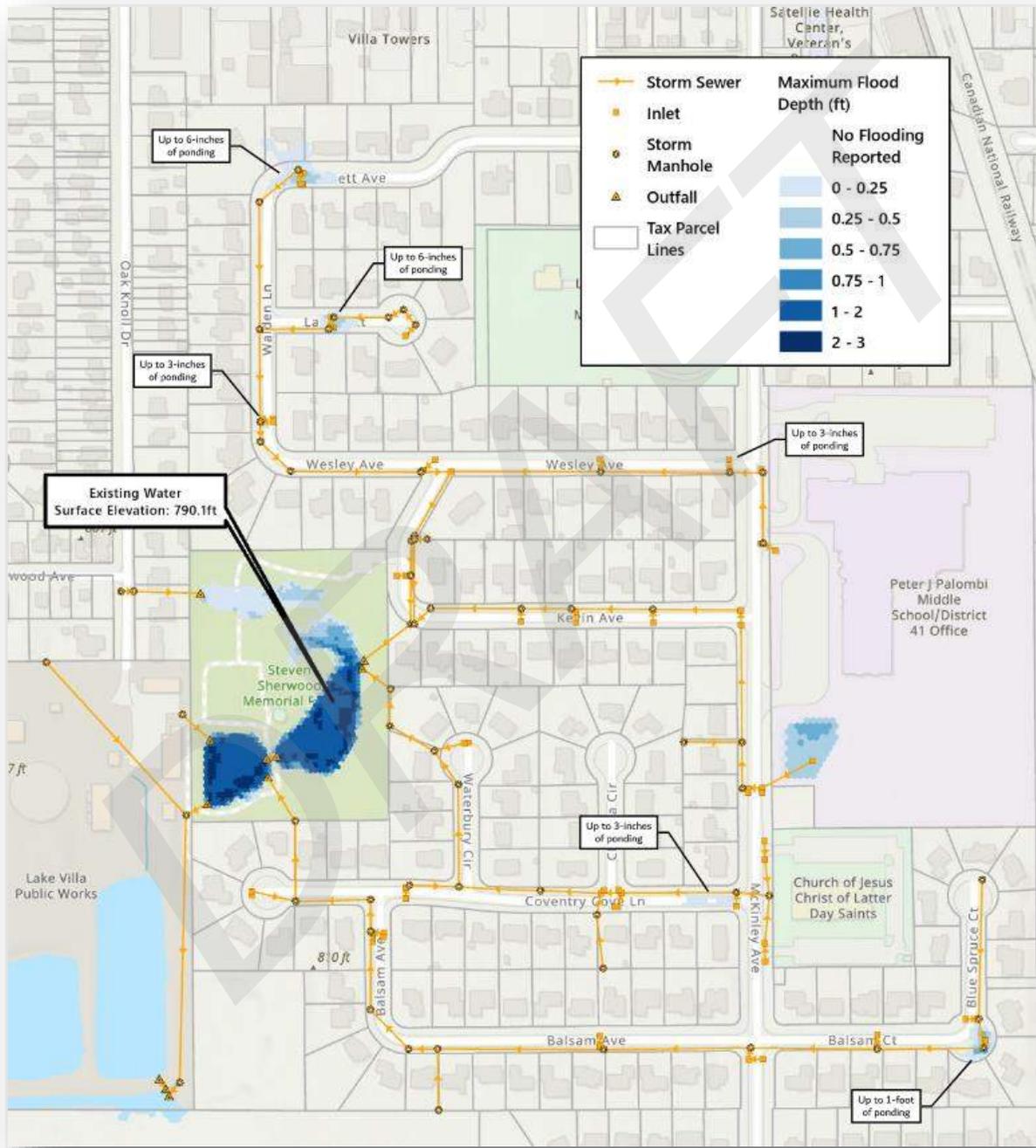
#### Equalizer pipes at Sherwood Memorial Park ponds



During the 10-year storm, ponding water at Burnett Avenue, Walden Lane and Laurie Court, and Wesley Avenue at McKinley Avenue were observed. The northern side of the park fills with six inches of stormwater and the ponds overflow their banks. Ponding water can reach 1.2 feet over the normal high water level of the ponds during the critical duration event.

FIGURE 5

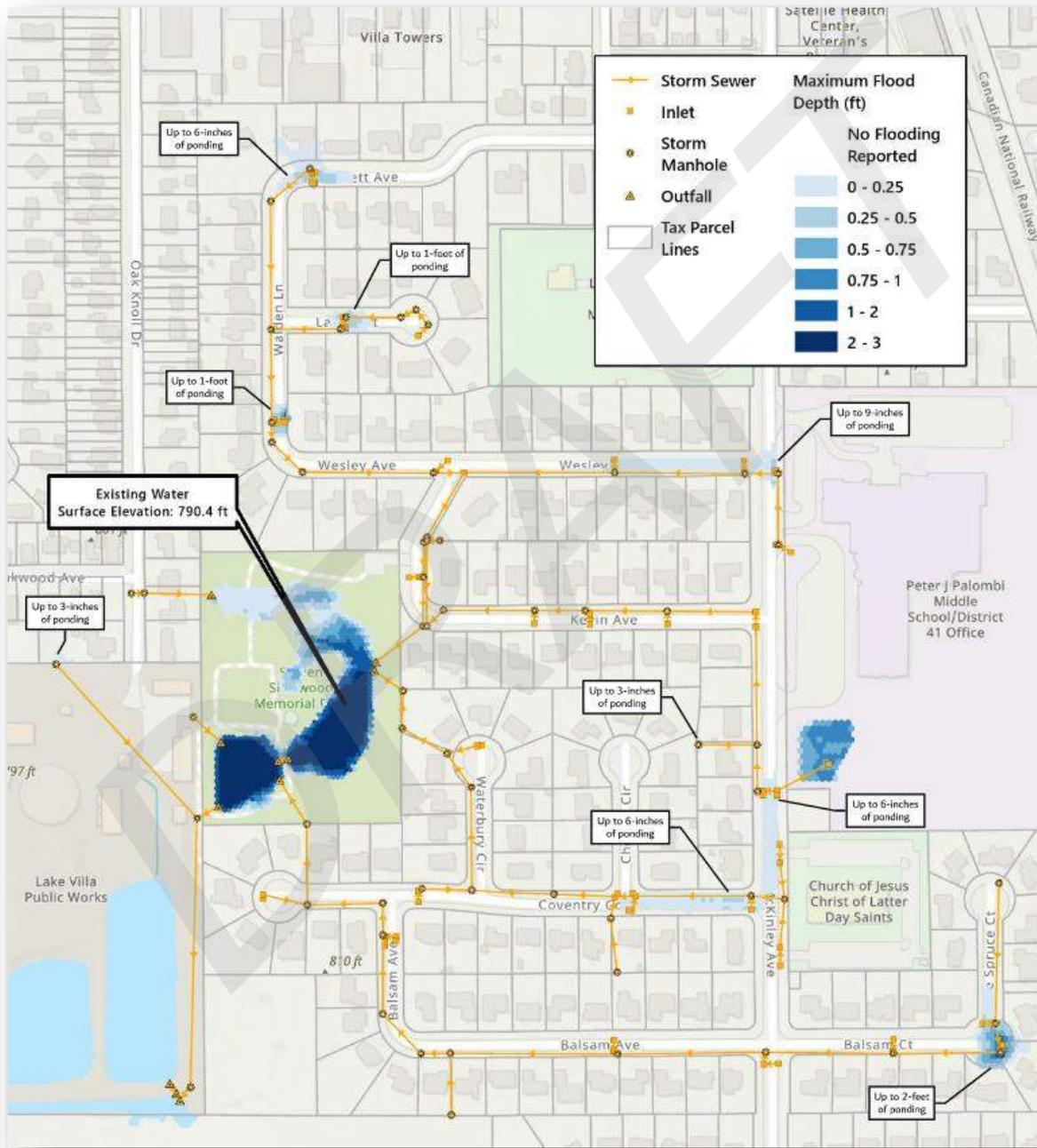
**10-Year, Critical Duration, Existing Conditions Results with Flooding at Burnett Avenue, Laurie Court, and Wesley Avenue**



In the 25-year storm, similar roadway flooding is observed, and conditions are worse at Wesley and McKinley Avenue intersection. Additional flooding is observed at Coventry Court and McKinley Avenue. Ponding depths in the park can reach nine inches (9"). Ponding water can reach 1.3 feet over the normal high water level of the ponds during the critical duration event.

FIGURE 6

**25-Year, Critical Duration, Existing Conditions Results with Flooding at Burnett Avenue, Laurie Court, Walden Lane, Wesley Avenue, Coventry Lane, and McKinley Avenue**

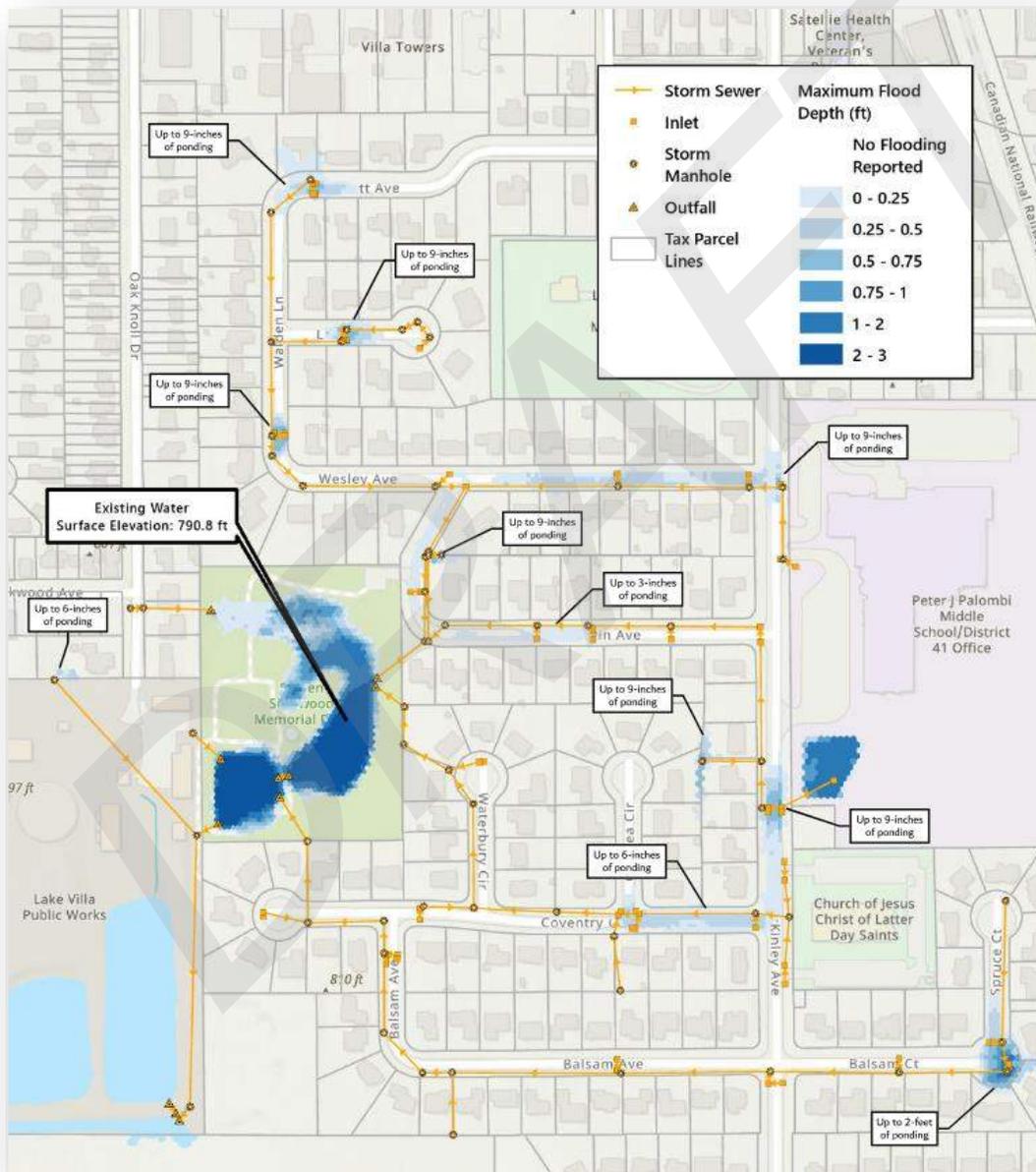


In a 100-year storm event, the ponds have overtopped their banks and flooding depths in the north half of the park reach over 12-inches of standing water. The stormwater can reach over 1.9 feet over the pond's normal water level in the 30-minute event.

The model results show stormwater fills the curblines of Kevin Avenue, Wesley Avenue, Walden Lane and Burnett Avenue. Due to the slope of these roadways, this ponding is not depicted as standing water in the output; however, the hydraulic grade line (HGL) does reach the rim elevations of the structures and surcharges to the curb and gutter as frequently as the 5-year storm.

FIGURE 7

**100-Year, Critical Duration, Existing Conditions with Flooding at Burnett Avenue, Laurie Court, Walden Lane, Wesley Avenue, Kevin Avenue, Coventry Lane, and McKinley Avenue**



Exhibits 4 through 9 show results of the PCSWMM existing condition models for the following storm events:

- 10-year, 30-minute storm
- 25-year, 30-minute storm
- 100-year, 30-minute storm
- 10-year, 24-hour storm
- 25-year, 24-hour storm
- 100-year, 24-hour storm

## 5.2 Alternatives Analysis

The Village's priorities for flood protection follow the following hierarchy:

- Structural flooding
- Roadway flooding
- Park flooding

Widespread structural flooding was not reported in the neighborhood, and thus the proposed alternatives were developed to reduce ponding on Laurie Court, at the Burnett Avenue and Walden Lane intersection and limit the frequency of reported "river-like conditions" on Kevin and Wesley Avenues. The proposed alternatives provide emergency and vehicle access during intense storms.

Reduction of the severe flooding at Sherwood Memorial Park was also a priority when developing the proposed alternatives.

**FIGURE 8**

**Erosion at Edge of Pond at Sherwood Memorial Park**



Not shown in a hydrologic and hydraulic model, is the frequency of sinkholes. The regularity of sinkholes in this subdivision is a maintenance concern for the Village. Sinkholes may be a function of one or a combination of:

- the sandy soils in the subdivision,
- the depth and compaction of the existing storm sewer bedding material,
- shifting due to freeze-thaw cycles, or
- changes to groundwater and water table levels.

In all proposed alternatives, Baxter & Woodman recommend soil testing during design and construction observation to ensure adequate bedding stone is placed during installation. The Village may consider using polyvinyl chloride (PVC) sewers for pipe sticks with fewer joints that are less susceptible to setting.

### 5.2.1 Alternative 1: Lower Pond Elevation

Alternative 1 proposes lowering the invert elevation at the outfall of the pond from 788.9 feet to 787.0 feet. This will lower the water elevation of both ponds 1.9 feet during normal conditions. Lowering the normal water level creates additional storage within the existing pond footprint during rainfall events.

This alternative can contain the 100-year storm within the pond footprint, but modeling shows ponding remains at Burnett Avenue, Wesley Avenue and Coventry Court and McKinley Avenue. Pond stabilization is needed around the edge of the water to protect against erosion. Construction access to the site could be provided from the roadway or through the Public Works facility west of the park.

Exhibit 10 shows the proposed conditions during the 25-year, 30-minute storm event.

Lowering the pond may create negative impacts to the health of the pond. Reducing the depth of the pond could reduce the levels of dissolved oxygen in the pond, a key component of aquatic health. Additionally, shallow ponds can warm up faster than deep ponds. Warm water can promote algae blooms and reduce the biodiversity of the ponds.

Baxter & Woodman considered the adverse water quality and ecological impacts that could occur if the pond elevations are permanently lowered two feet from lowering the invert of the outfall. Excavating two feet from the bottom of the ponds to maintain the pond depth is approximately 3,200 cubic yards (4,800 tons) of material. This material would ideally be excavated in the fall or early winter and allowed to dry in a stockpile for three to six months. Once dry, the lighter material would be hauled away. Baxter & Woodman estimate this cost between \$900,000 to \$1,250,000. This assumes the soils are not contaminated and can be hauled away to a clean site.

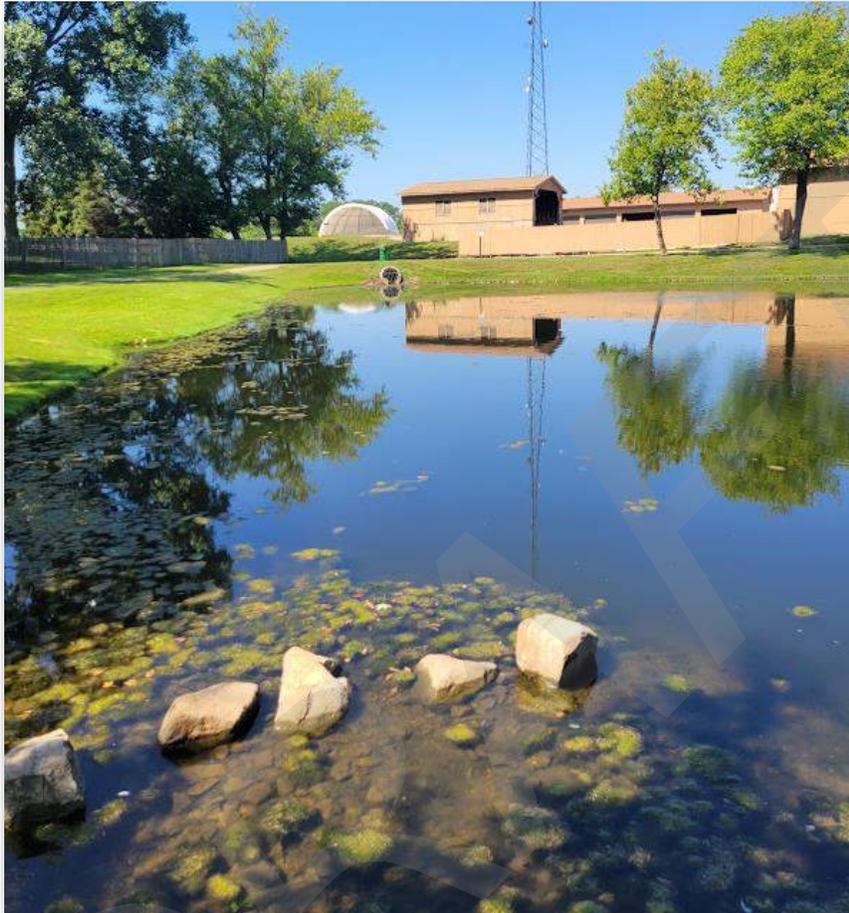
An alternative to dredging the pond would be to install a smart meter at the outlet. A smart pond has a weir that adjusts the overtopping elevation based on rainfall forecasts and existing pond conditions. Prior to a known storm event, the weir would lower, allowing the pond level to drop below the normal water elevation and create additional storage required to hold the forecasted runoff within the existing pond's footprint. After the rain event, the weir level would rise, and the pond elevation would be restored to the natural water level. An adjustable pond elevation may help the Village avoid potentially harmful ecological impacts from shallow, warm ponds.

Installation of a smart pond system that does not involve human intervention requires connection to a monitoring system with forecasting capabilities that can adjust the outlet structure based on current and forecasted pond elevations. Sherwood Memorial Park is adjacent to Lake Villa Public

Works. Power and monitoring equipment could be connected to the pond via the Public Works facility.

**FIGURE 9**

**Water Level of Ponds at Sherwood Memorial Park controlled by Invert at Outfall**



The estimated cost for Alternative 1, to lower the invert, is approximately \$612,800. The cost to install a smart pond system, extend power to the outlet and connect to a forecast monitoring system could add an additional \$200,000, depending on the preferred final design. Appendix A includes a breakdown of these cost. If the Village does not wish to install an outfall that can be adjusted to the forecasted storm conditions, dredging is recommended to protect the water quality of the ponds.

The cost estimate below includes construction engineering, engineering design, and a 30% contingency. This cost estimate includes installation of an automated outlet structure with new power service and forecasting systems and shoreline stabilization at the pond. Appendix A includes the engineer's opinion of probable cost for this improvement.

***Memorial Park, Alternative 1, Lower Pond Elevation:           \$812,800***

### 5.2.2 Alternative 2: Excavate Path Between Ponds

Alternative 2 proposes connecting the two ponds by excavating the path and earthen bridge between them. This alternative produces a 0.1 foot reduction in the water surface elevation of the pond. Nominal changes to upstream flooding in the roadway are seen from this alternative.

Exhibit 11 shows the proposed conditions during the 25-year, 30-minute storm event.

This alternative maintains the depth of the pond during dry conditions and requires streambank stabilization during restoration that could reduce the erosion experienced around the pond's shoreline.

The maintenance of the path and equalizer pipes are eliminated with this alternative.

This alternative removes some maintenance concerns at Steven Sherwood Memorial Park and maintains the existing pond elevation but does not resolve the flooding in the neighborhood upstream of the park.

The estimated cost for Alternative 2 is provided below. The cost estimate includes construction engineering, engineering design, and a 30% contingency. Appendix A includes the engineer's opinion of probable cost for this improvement.

***Memorial Park, Alternative 2, Excavate Land Bridge:           \$545,500***

### 5.2.3 Alternative 3: Lower Pond Elevation and 36" Storm Sewer

Alternative 3 proposes lowering the invert of the outlet at the downstream pond as described in Alternative 1. Additional storage becomes available in the existing pond footprint when the water surface is dropped by 1.9 feet. Pond stabilization is needed around the edge of the water to protect against erosion. As noted in Alternative 1, storage alone does not provide the desired improvements in the roadway. The Village reports the existing 42" storm sewer from Memorial Park to the Eagle Creek tributary is damaged and blocked. This estimate includes replacement of the 42" storm sewer to the outfall.

Alternative 3 proposes installation of approximately 2,100 linear feet of 36-inch storm sewer through the residential streets upstream of the park. The proposed storm sewer extends from a new flared end section at the upstream pond, north along Wesley Avenue to Walden Lane and connects to the sag points at Burnett Avenue and Laurie Court. The additional capacity provided in the 36-inch storm sewer can convey stormwater from these sag points to the pond without the hydraulic grade line (HGL) surcharging into the curblines.

The new outfall will remain separate from the existing outfall to the ponds. Keeping the new 36-inch trunk line separate from the existing 15-inch storm sewers on Kevin Avenue drops the hydraulic grade line (HGL) on Kevin Avenue and prevents surcharge of the storm sewers.

This alternative will provide a 25-year level of service for the neighborhood and requires improvements to the pond at Sherwood Memorial Park and 36-inch storm sewers through the residential neighborhood. Soil testing during design is recommended due to the sandy soils in the area. The Village may consider using polyvinyl chloride (PVC) sewers for longer pipe sticks with fewer joints compared to concrete storm sewers. Sufficient bedding material and depth of cover over the storm sewers will also help protect against shifting and sinkholes.

Exhibit 12 shows the proposed conditions during the 25-year, 30-minute storm event and Exhibit 13 shows the proposed conditions during the 100-year, 24-hour storm event.

The estimated cost for Alternative 3 is provided below. The cost includes construction engineering, engineering design, and a 30% contingency. This cost estimate includes installation of an automated outlet structure with new power service and forecasting systems and shoreline stabilization at the pond. The cost also includes resurfacing of the roadway where the sewers were installed. The Village may choose to coordinate these improvements with their roadway program or limit the pavement restoration to patching over the trench as a cost savings alternative.

***Memorial Park, Alternative 3, Lower Pond Elevation & 36" Storm Sewer: \$3,641,100***

Appendix A includes the engineer's opinion of probable cost for this improvement.

DRAFT

## 5. PRIORITIZATION & CONCLUSIONS

### 6.1 Project Prioritization and Findings

The improvements identified in this study are summarized in the table below.

Project Prioritization	Study Location	Name of Project / Project Description	Cost Of Project
1	Park Avenue	36" Storm Sewer to Park Place Pond 1 w/Wetland Creation	\$1,356,000
2	Steven Sherwood Memorial Park	Alternative 3 - Lower Pond & 36" Storm Sewer	\$3,641,100
3	Sun Lake Court	Relief Sewer to Painted Lakes Pond	\$194,000

At Park Avenue, the preferred solution is to provide new storm sewers that outlet to a created wetland around Park Place Pond 1. This provides additional storage for future land development in and adjacent to the Park Place Association and addresses the ponding water in Park Ave. This storm sewer extension will require coordination with the business owners on Park Avenue.

The proposed creation of up to 3.2 acres of wetlands make this project eligible for Illinois Environmental Protection Agency's (IEPA) Green Infrastructure Grant Opportunities (GIGO). This is an annual grant program that funds the development of best management practices, including created wetlands, that improve water quality and provide additional stormwater storage in the watershed.

At Steven Sherwood Memorial Park, the preferred alternative is Alternative 3, as it addresses the flooding in the roadways through the residential neighborhood and reduces the flooding extents at Memorial Park. This solution remedies flooding around the residential properties and protects Memorial Park, a public amenity in the subdivision, from significant flood damage.

The recommended solution at Sun Lake Court can reduce the standing water on the roadway and access to six residential properties, making it the greatest value per cost of construction. It is recommended that these improvements are coordinated with the Village roadway program.

**APPENDIX A**

**Engineer's Opinion of Probable Cost**

DRAFT

**ENGINEER'S OPINION OF PROBABLE COST**

Client: Village of Lake Villa, IL  
 Project: Stormwater Master Plan



**Area 1: Park Avenue**

**ALTERNATIVE 1: 36" STORM SEWER INSTALLATION TO PARK PLACE POND 1 W/WETLAND CREATION**

No.	Pay Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	L SUM	\$ 30,000	\$ 30,000
2	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$ 20,000	\$ 20,000
3	CONSTRUCTION STAKING AND LAYOUT	1	L SUM	\$ 10,000	\$ 10,000
4	EROSION AND SEDIMENT CONTROL	1	L SUM	\$ 8,000	\$ 8,000
5	MANHOLE REMOVAL	5	EA	\$ 900	\$ 4,500
6	STORM SEWER REMOVAL 12"	210	LN FT	\$ 25	\$ 5,250
7	STORM SEWER REMOVAL 24"	50	LN FT	\$ 30	\$ 1,500
8	STORM SEWERS, CLASS A, TYPE 2, 36"	260	LN FT	\$ 240	\$ 62,400
9	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	2	EA	\$ 11,500	\$ 23,000
10	MANHOLE, TYPE A, 5'-DIAMETER, FRAME AND GRATE	5	EA	\$ 5,200	\$ 26,000
11	DITCH RECONSTRUCTION AND RIP RAP	200	LN FT	\$ 200	\$ 40,000
12	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	140	LN FT	\$ 60	\$ 8,400
13	DRIVEWAY REPAIR	2	EA	\$ 8,000	\$ 16,000
14	ASPHALT PAVEMENT PATCH	35	SQ YD	\$ 290	\$ 10,150
15	SIDEWALK REMOVAL	100	SQ FT	\$ 10	\$ 1,000
16	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	100	SQ FT	\$ 20	\$ 2,000
17	PARKWAY RESTORATION, TOPSOIL AND SOD	320	SQ YD	\$ 35	\$ 11,200
18	EARTH EXCAVATION	7900	CU YD	\$ 35	\$ 276,500
19	TOPSOIL FURNISH AND PLACE, 6"	7,750	SQ YD	\$ 20	\$ 155,000
20	NATIVE WETLAND PLANTINGS (PLUGS AND SEED)	3.2	ACRE	\$ 55,000	\$ 176,000
				<b>SUBTOTAL, CONSTRUCTION</b>	<b>\$ 886,900</b>
21	CONSTRUCTION CONTINGENCY	30 %			\$ 267,000
				<b>TOTAL, CONSTRUCTION</b>	<b>\$ 1,153,900</b>
22	ENGINEERING, CONSTRUCTION	7.5 %			\$ 86,600
23	ENGINEERING, DESIGN	10.0 %			\$ 115,400
				<b>BASE PROJECT TOTAL</b>	<b>\$ 1,356,000</b>

- All costs assume 2024 unit prices.
- Land acquisition and easement agreements are excluded from the project cost.

**ENGINEER'S OPINION OF PROBABLE COST**

Client: Village of Lake Villa, IL  
 Project: Stormwater Master Plan



**Area 1: Park Avenue**  
 ALTERNATIVE 2: 36" STORM SEWER INSTALLATION TO SOUTHEAST PARK PLACE POND

No.	Pay Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	L SUM	\$ 50,000	\$ 50,000
2	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$ 25,000	\$ 25,000
3	CONSTRUCTION STAKING AND LAYOUT	1	L SUM	\$ 20,000	\$ 20,000
4	EROSION AND SEDIMENT CONTROL	1	L SUM	\$ 10,000	\$ 10,000
5	MANHOLE REMOVAL	5	EA	\$ 900	\$ 4,500
6	STORM SEWER REMOVAL 12"	210	LN FT	\$ 25	\$ 5,250
7	STORM SEWER REMOVAL 18"	115	LN FT	\$ 28	\$ 3,220
8	STORM SEWERS, CLASS A, TYPE 2, 36"	1090	LN FT	\$ 240	\$ 261,600
9	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	2	EA	\$ 11,500	\$ 23,000
10	MANHOLE RECONSTRUCTION	6	EA	\$ 2,000	\$ 12,000
11	MANHOLE, TYPE A, 5'-DIAMETER, FRAME AND GRATE	8	EA	\$ 5,200	\$ 41,600
12	MANHOLE, TYPE A, 6'-DIAMETER, FRAME AND GRATE	1	EA	\$ 5,800	\$ 5,800
13	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	150	LN FT	\$ 60	\$ 9,000
14	DRIVEWAY REPAIR	3	EA	\$ 7,500	\$ 22,500
15	ASPHALT PAVEMENT PATCH	520	SQ YD	\$ 290	\$ 150,800
16	SIDEWALK REMOVAL	100	SQ FT	\$ 10	\$ 1,000
17	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	100	SQ FT	\$ 20	\$ 2,000
18	PARKWAY RESTORATION, TOPSOIL AND SOD	450	SQ YD	\$ 35	\$ 15,750

**SUBTOTAL, CONSTRUCTION \$ 663,020**

19 CONSTRUCTION CONTINGENCY 30 % \$ 199,000

**TOTAL, CONSTRUCTION \$ 862,020**

20 ENGINEERING, CONSTRUCTION 7.5 % \$ 64,700

21 ENGINEERING, DESIGN 10.0 % \$ 86,300

**BASE PROJECT TOTAL \$ 1,014,000**

1. All costs assume 2024 unit prices.
2. Land acquisition and easement agreements are excluded from the project cost.



**ENGINEER'S OPINION OF PROBABLE COST**

Client: Village of Lake Villa, IL  
 Project: Stormwater Master Plan



**Area 2: Sun Lake Court**  
 NEW STORM SEWER OUTFALL TO POND

No.	Pay Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	L SUM	\$ 30,000	\$ 30,000
2	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$ 10,000	\$ 10,000
3	CONSTRUCTION STAKING AND LAYOUT	1	L SUM	\$ 12,000	\$ 12,000
4	EROSION AND SEDIMENT CONTROL	1	L SUM	\$ 8,000	\$ 8,000
5	MANHOLE REMOVAL	2	EA	\$ 900	\$ 1,800
6	STORM SEWER REMOVAL 24"	176	LN FT	\$ 30	\$ 5,280
7	STORM SEWERS, CLASS A, TYPE 2, 24"	176	LN FT	\$ 215	\$ 37,840
8	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	1	EA	\$ 7,500	\$ 7,500
9	MANHOLE, TYPE A, 4'-DIAMETER, FRAME AND GRATE	1	EA	\$ 5,200	\$ 5,200
10	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	15	LN FT	\$ 60	\$ 900
11	SIDEWALK REMOVAL	45	SQ FT	\$ 10	\$ 450
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	45	SQ FT	\$ 20	\$ 900
13	PARKWAY AND SIDE YARD RESTORATION	125	SQ YD	\$ 50	\$ 6,250

**SUBTOTAL, CONSTRUCTION \$ 126,120**

14 CONSTRUCTION CONTINGENCY 30 % \$ 38,000

**TOTAL, CONSTRUCTION \$ 164,120**

15 ENGINEERING, CONSTRUCTION 7.5 % \$ 12,400

16 ENGINEERING, DESIGN 10.0 % \$ 16,500

**BASE PROJECT TOTAL \$ 194,000**

- All costs assume 2024 unit prices.
- Land acquisition and easement agreements are excluded from the project cost.



**ENGINEER'S OPINION OF PROBABLE COST**

Client: Village of Lake Villa, IL  
 Project: Stormwater Master Plan



**Area 3: Steven Sherwood Memorial Park**  
 ALTERNATIVE 1: LOWER POND ELEVATION AT OUTLET

No.	Pay Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	L SUM	\$ 30,000	\$ 30,000
2	CONSTRUCTION STAKING AND LAYOUT	1	L SUM	\$ 15,000	\$ 15,000
3	EROSION AND SEDIMENT CONTROL	1	L SUM	\$ 12,000	\$ 12,000
4	MANHOLE REMOVAL	1	EA	\$ 900	\$ 900
5	STORM SEWER REMOVAL 42"	60	LN FT	\$ 40	\$ 2,400
6	BITUMINOUS PATH REMOVAL	120	SQ FT	\$ 10	\$ 1,200
7	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	1	EA	\$ 13,000	\$ 13,000
8	MANHOLE, TYPE A, 6'-DIAMETER, FRAME AND GRATE	1	EA	\$ 5,800	\$ 5,800
9	STORM SEWERS, CLASS A, TYPE 2, 42"	60	LN FT	\$ 280	\$ 16,800
10	BITUMINOUS PATH REPLACEMENT	15	SQ YD	\$ 200	\$ 3,000
11	SITE RESTORATION	750	SQ YD	\$ 40	\$ 30,000
12	SHORELINE RESTORATION	1260	LN FT	\$ 160	\$ 201,600
<i>SMART POND WEIR</i>					
13	FORECAST MONITORING AND POWER SUPPLY	1	L SUM	\$ 85,000	\$ 85,000
14	SMARTPOND WEIR	1	L SUM	\$ 115,000	\$ 115,000

**SUBTOTAL, CONSTRUCTION \$ 531,700**

15 CONSTRUCTION CONTINGENCY 30 % \$ 160,000

**TOTAL, CONSTRUCTION \$ 691,700**

16 ENGINEERING, CONSTRUCTION 7.5 % \$ 51,900

17 ENGINEERING, DESIGN 10.0 % \$ 69,200

**BASE PROJECT TOTAL \$ 812,800**

1. All costs assume 2024 unit prices.
2. Land acquisition and easement agreements are excluded from the project cost.

**ENGINEER'S OPINION OF PROBABLE COST**

Client: Village of Lake Villa, IL  
 Project: Stormwater Master Plan



**Area 3: Steven Sherwood Memorial Park**  
 ALTERNATIVE 2: EXCAVATION BETWEEN PONDS

No.	Pay Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	L SUM	\$ 20,000	\$ 20,000
2	CONSTRUCTION STAKING AND LAYOUT	1	L SUM	\$ 15,000	\$ 15,000
3	EROSION AND SEDIMENT CONTROL	1	L SUM	\$ 10,000	\$ 10,000
4	DEWATERING	1	L SUM	\$ 20,000	\$ 20,000
5	EARTH EXCAVATION	1,000	CU YD	\$ 60	\$ 60,000
6	SITE RESTORATION	1500	SQ YD	\$ 15	\$ 22,500
7	NATIVE VEGETATION	0.2	ACRE	\$ 25,000	\$ 5,000
8	SHORELINE RESTORATION	1260	LN FT	\$ 160	\$ 201,600

**SUBTOTAL, CONSTRUCTION \$ 354,100**

9 CONSTRUCTION CONTINGENCY 30 % \$ 110,000

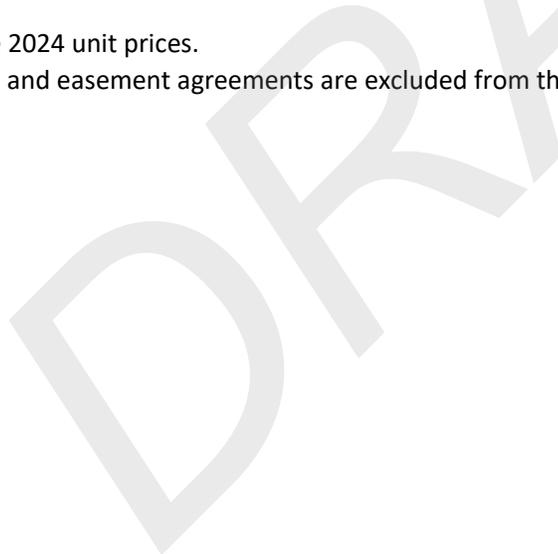
**TOTAL, CONSTRUCTION \$ 464,100**

10 ENGINEERING, CONSTRUCTION 7.5 % \$ 34,900

11 ENGINEERING, DESIGN 10.0 % \$ 46,500

**BASE PROJECT TOTAL \$ 545,500**

- All costs assume 2024 unit prices.
- Land acquisition and easement agreements are excluded from the project cost.



**ENGINEER'S OPINION OF PROBABLE COST**

Client: Village of Lake Villa, IL  
 Project: Stormwater Master Plan



**Area 3: Steven Sherwood Memorial Park**

**ALTERNATIVE 3: LOWER POND ELEVATION AT OUTLET AND INSTALL 36" STORM SEWERS**

No.	Pay Item	Quantity	Unit	Unit Price	Amount
1	MOBILIZATION	1	L SUM	\$ 75,000	\$ 75,000
2	CONSTRUCTION STAKING AND LAYOUT	1	L SUM	\$ 35,000	\$ 35,000
3	EROSION AND SEDIMENT CONTROL	1	L SUM	\$ 18,000	\$ 18,000
4	TRAFFIC CONTROL AND PROTECTION	1	L SUM	\$ 15,000	\$ 15,000
5	SOIL INVESTIGATION	1	EA	\$ 20,000	\$ 20,000
6	MANHOLE REMOVAL	22	LN FT	\$ 900	\$ 19,800
7	STORM SEWER REMOVAL, 10"	5	LN FT	\$ 20	\$ 100
8	STORM SEWER REMOVAL, 12"	697	LN FT	\$ 25	\$ 17,425
9	STORM SEWER REMOVAL, 15"	281	LN FT	\$ 28	\$ 7,868
10	STORM SEWER REMOVAL, 18"	849	LN FT	\$ 30	\$ 25,470
11	STORM SEWER REMOVAL, 42"	60	LN FT	\$ 40	\$ 2,400
12	STORM SEWERS, CLASS A, TYPE 2, 18"	60	LN FT	\$ 190	\$ 11,400
13	STORM SEWERS, CLASS A, TYPE 2, 36"	1600	LN FT	\$ 240	\$ 384,000
14	STORM SEWERS, CLASS A, TYPE 3, 36"	410	LN FT	\$ 260	\$ 106,600
15	STORM SEWERS, CLASS A, TYPE 2, 42"	735	LN FT	\$ 280	\$ 205,800
16	MANHOLE, TYPE A, 5'-DIAMETER, FRAME AND GRATE	14	EA	\$ 5,200	\$ 72,800
17	MANHOLE, TYPE A, 6'-DIAMETER, FRAME AND GRATE	3	EA	\$ 8,500	\$ 25,500
18	MANHOLE, TYPE A, 7'-DIAMETER, FRAME AND GRATE	6	EA	\$ 11,000	\$ 66,000
19	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	1700	LN FT	\$ 60	\$ 102,000
20	SIDEWALK REMOVAL	3400	SQ FT	\$ 10	\$ 34,000
21	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	3400	SQ FT	\$ 20	\$ 68,000
22	DRIVEWAY REMOVAL AND REPLACEMENT	340	SQ YD	\$ 150	\$ 51,000
23	ASPHALT PAVEMENT RESTORATION	4400	SQ YD	\$ 70	\$ 308,000
24	PRECASE REINFORCED CONCRETE FLARED END SECTIONS 36"	1	EA	\$ 11,500	\$ 11,500
25	PRECASE REINFORCED CONCRETE FLARED END SECTIONS 42"	1	EA	\$ 13,000	\$ 13,000
26	ADJUSTING WATER MAIN 6"	300	LN FT	\$ 400	\$ 120,000
27	PARKWAY RESTORATION, TOPSOIL AND SOD	6000	SQ YD	\$ 25	\$ 150,000
28	NATIVE VEGETATION	0.2	ACRE	\$ 25,000	\$ 5,000
29	SHORELINE RESTORATION	1300	LN FT	\$ 160	\$ 208,000
<i>SMART POND GATE</i>					
30	FORECAST MONITORING AND POWER SUPPLY	1	L SUM	\$ 85,000	\$ 85,000
31	SMARTPOND WEIR	1	L SUM	\$ 115,000	\$ 115,000

**SUBTOTAL, CONSTRUCTION \$ 2,378,670**

32 CONSTRUCTION CONTINGENCY 30 % \$ 720,000

**TOTAL, CONSTRUCTION \$ 3,098,670**

33 ENGINEERING, CONSTRUCTION 7.5 % \$ 232,500

34 ENGINEERING, DESIGN 10.0 % \$ 309,900

**BASE PROJECT TOTAL \$ 3,641,100**

- All costs assume 2024 unit prices.
- Land acquisition and easement agreements are excluded from the project cost.

## EXHIBIT 1

### Area 1: Park Place | Alternative 1: Proposed Improvements

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## EXHIBIT 2

### Area 1: Park Place | Alternative 2: Proposed Improvements

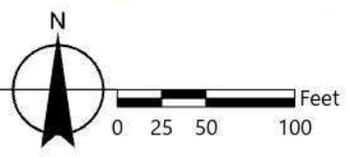
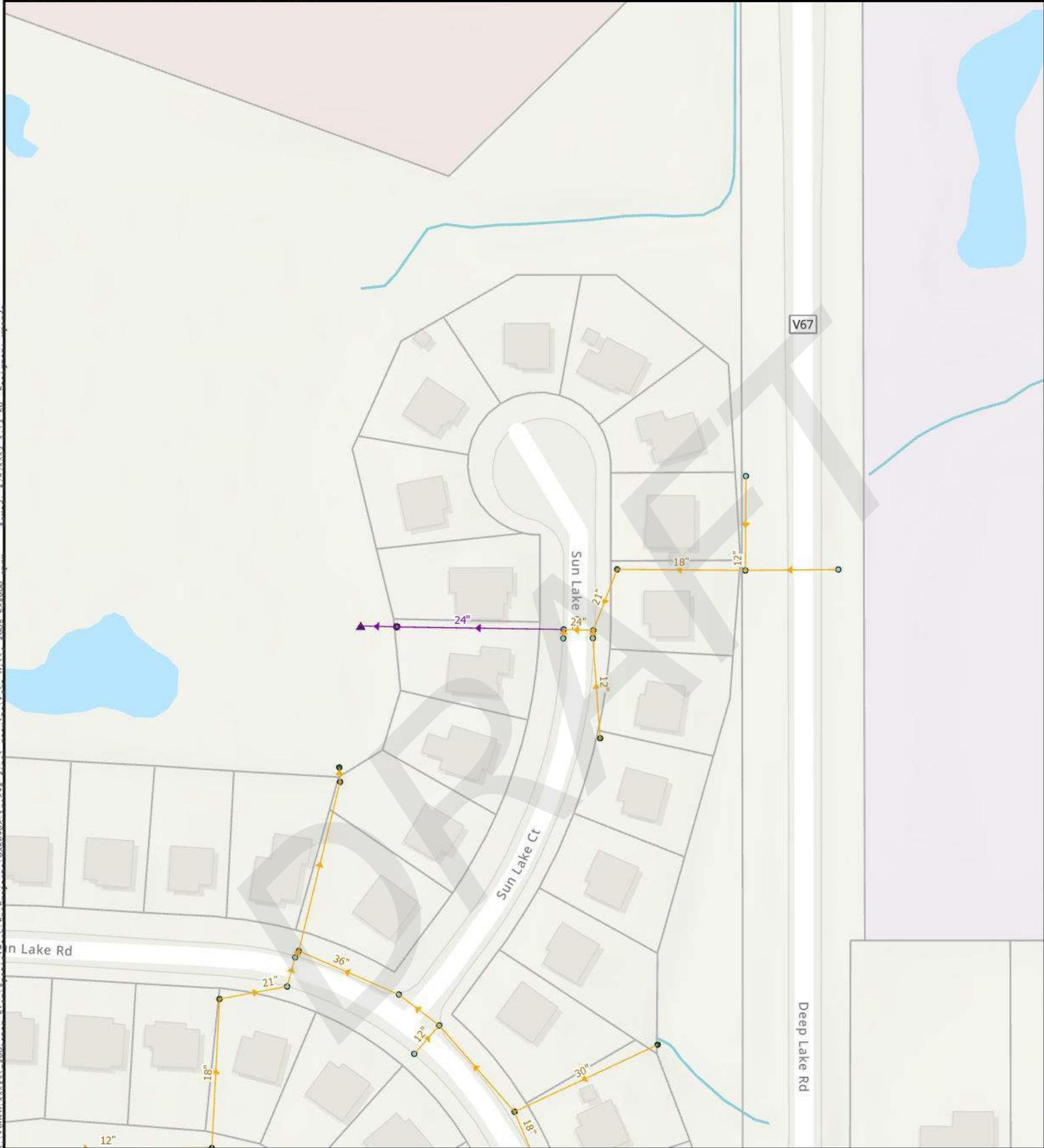
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## EXHIBIT 3

### Area 2: Sun Lake Court | Proposed Improvements

DRAFT



- Proposed Manhole
- ▲ Proposed Outfall
- Proposed Storm Sewer
- Existing Inlet
- Existing Manhole Closed Lid
- Existing Manhole Open Grate
- Existing Outfall
- Tax Parcel Lines
- Active Existing Storm Sewer

## EXHIBIT 4

**Area 3: Sherwood Memorial Park | Existing Conditions: 10-Year, 30-Min**

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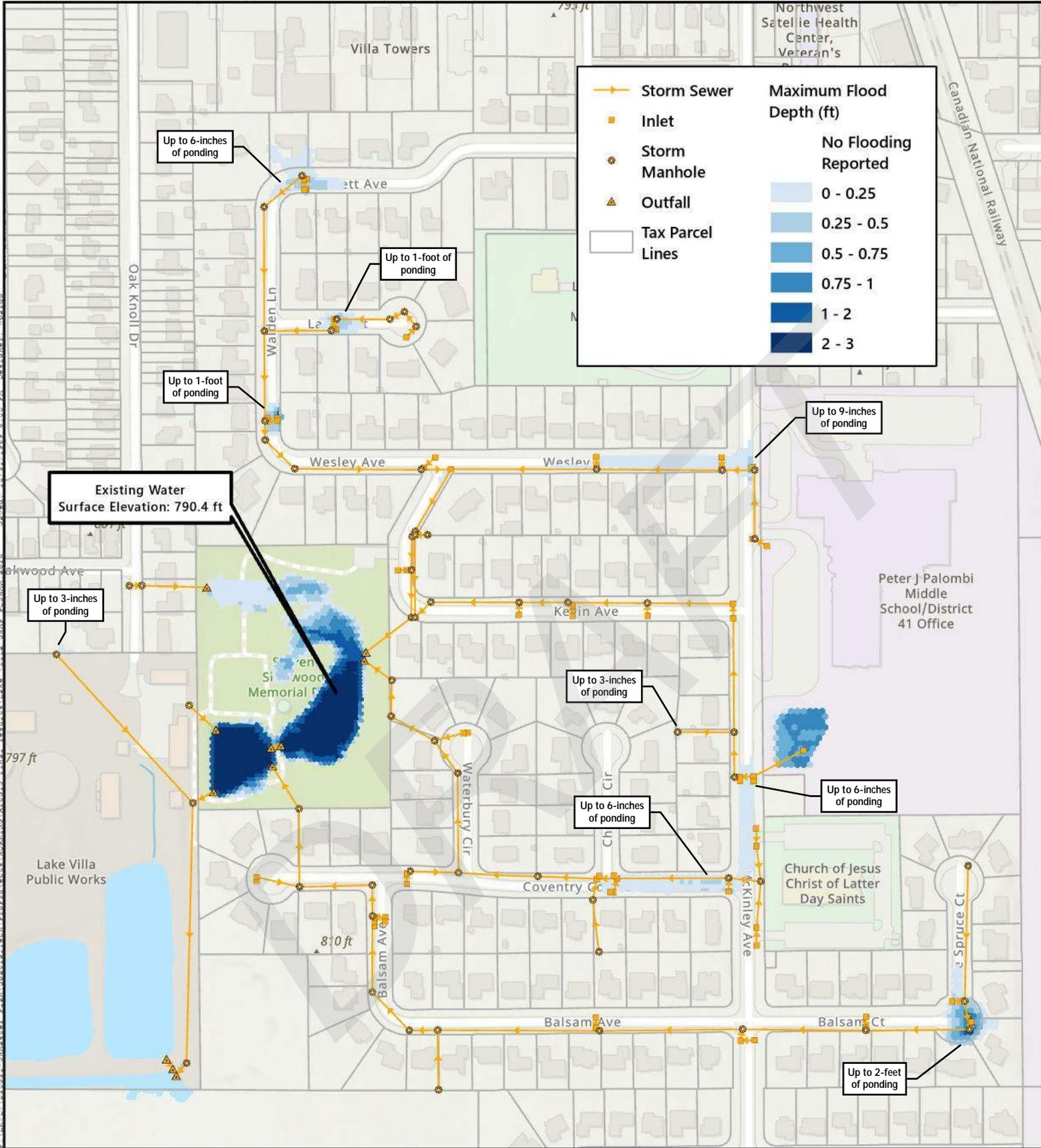
## EXHIBIT 5

**Area 3: Sherwood Memorial Park | Existing Conditions: 25-Year, 30-Min**

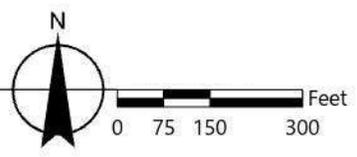
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# AREA 3: SHERWOOD MEMORIAL PARK

EXISTING CONDITIONS - 25 YEAR / 30 MIN



Existing Water Surface Elevation: 790.4 ft



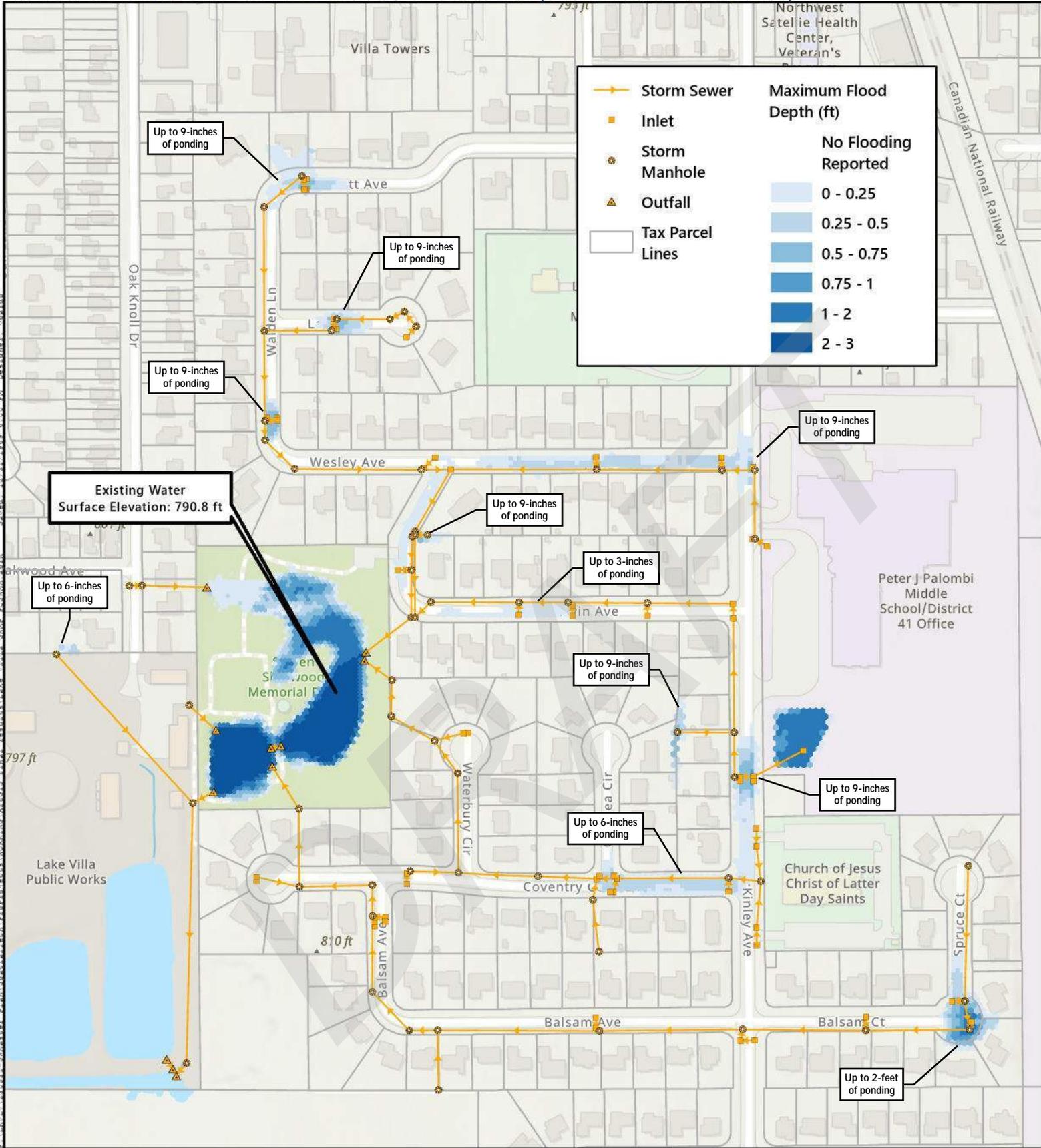
## EXHIBIT 6

**Area 3: Sherwood Memorial Park | Existing Conditions: 100-Year, 30-Min**

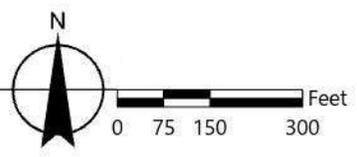
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# AREA 3: SHERWOOD MEMORIAL PARK

## EXISTING CONDITIONS - 100 YEAR / 30 MINUTE (CRITICAL DURATION)



Existing Water Surface Elevation: 790.8 ft



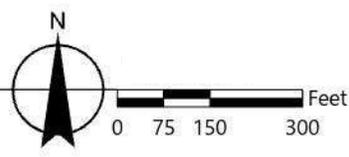
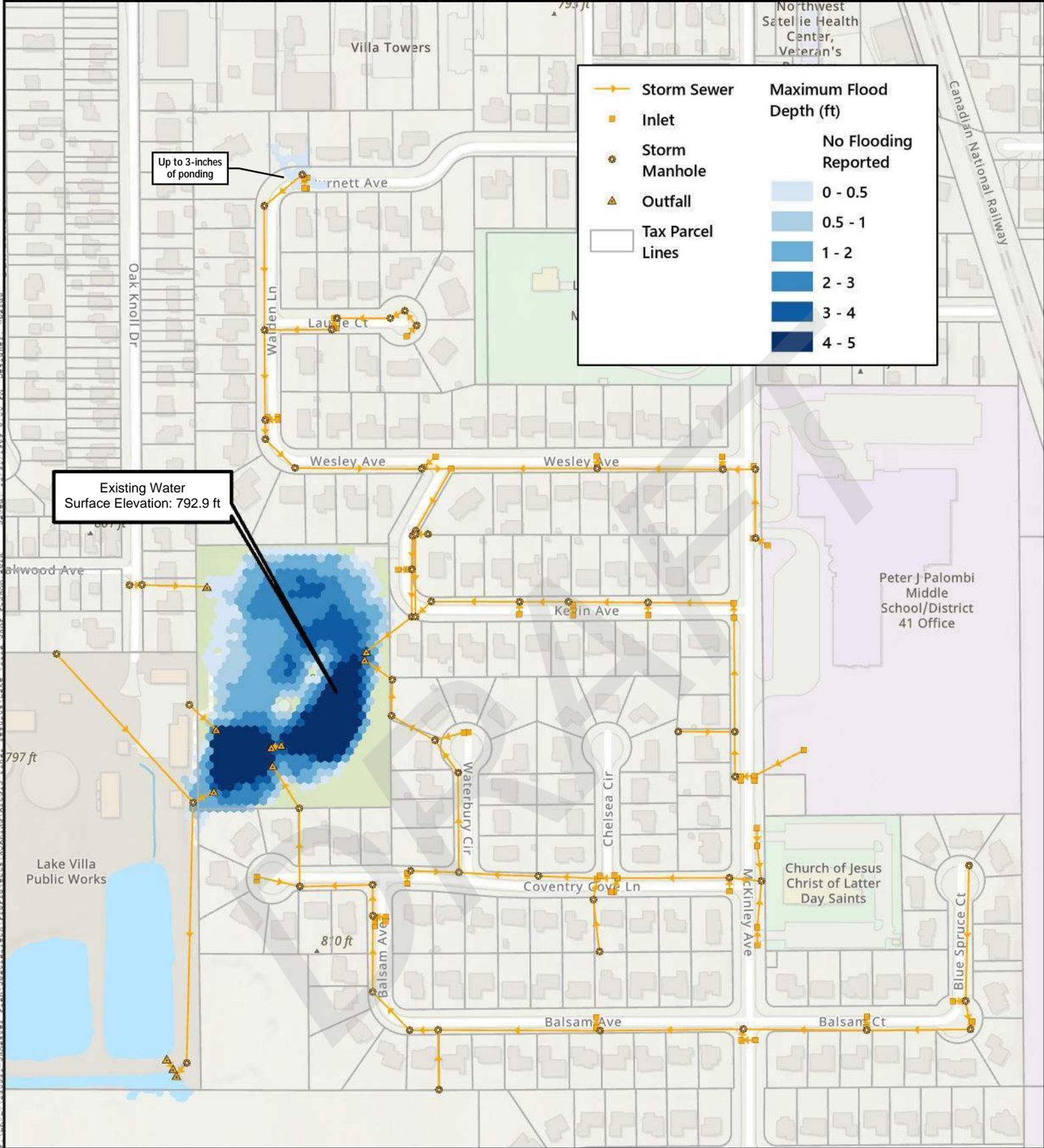
## EXHIBIT 7

### Area 3: Sherwood Memorial Park | Existing Conditions: 10-Year, 24-Hour

DRAFT

# AREA 3: SHERWOOD MEMORIAL PARK

## EXISTING CONDITIONS - 10 YEAR / 24 HOUR



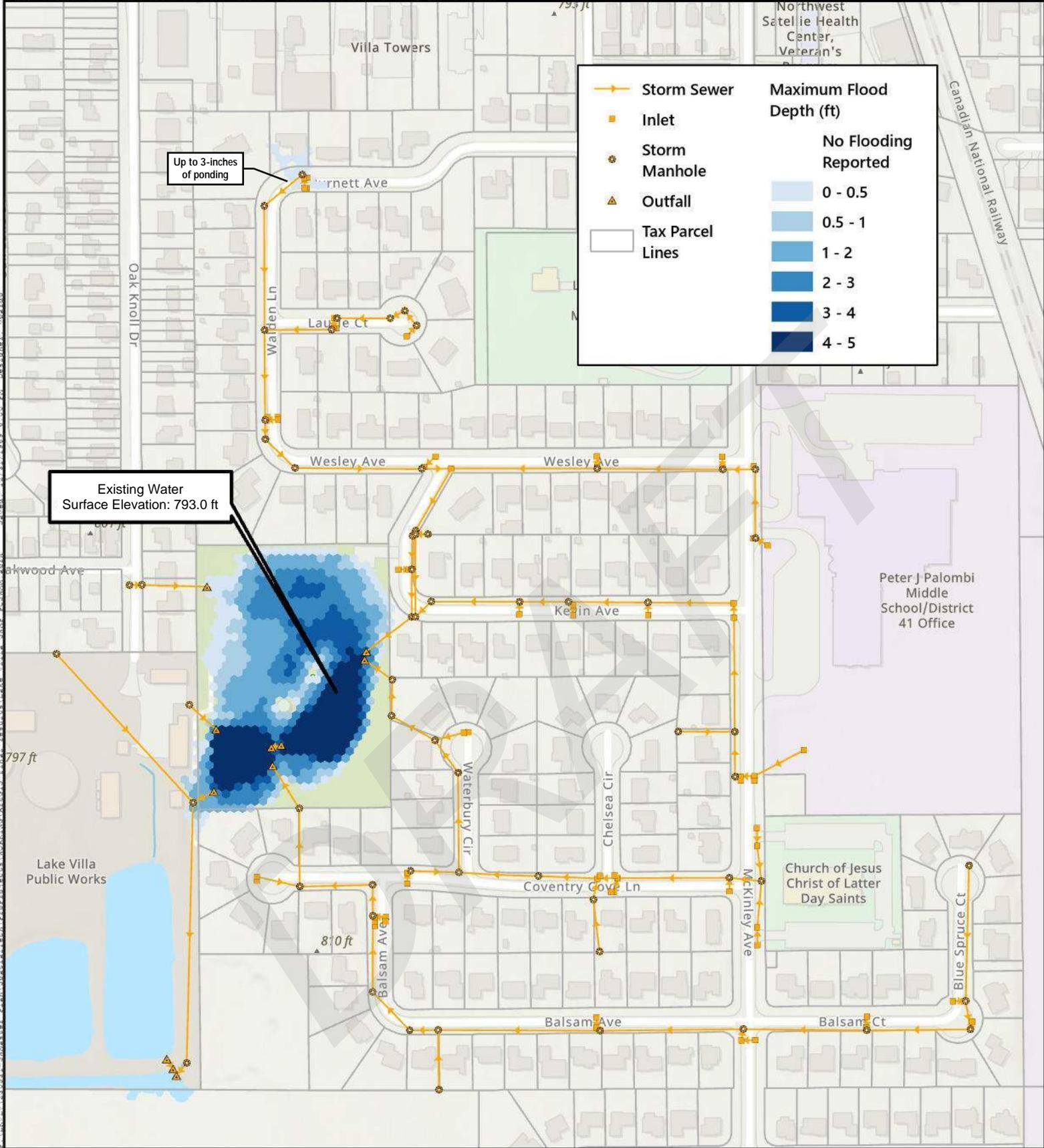
## EXHIBIT 8

### Area 3: Sherwood Memorial Park | Existing Conditions: 25-Year, 24-Hour

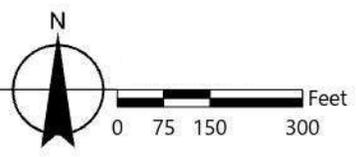
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# AREA 3: SHERWOOD MEMORIAL PARK

## EXISTING CONDITIONS - 25 YEAR / 24 HOUR



Saved: 10/21/19 6:00 PM Designer: m...  
 10/21/19 6:00 PM Designer: m...  
 10/21/19 6:00 PM Designer: m...



## EXHIBIT 9

**Area 3: Sherwood Memorial Park | Existing Conditions: 100-Year, 24-Hr**

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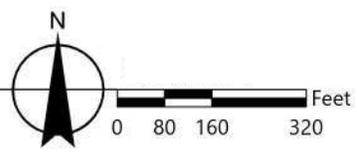
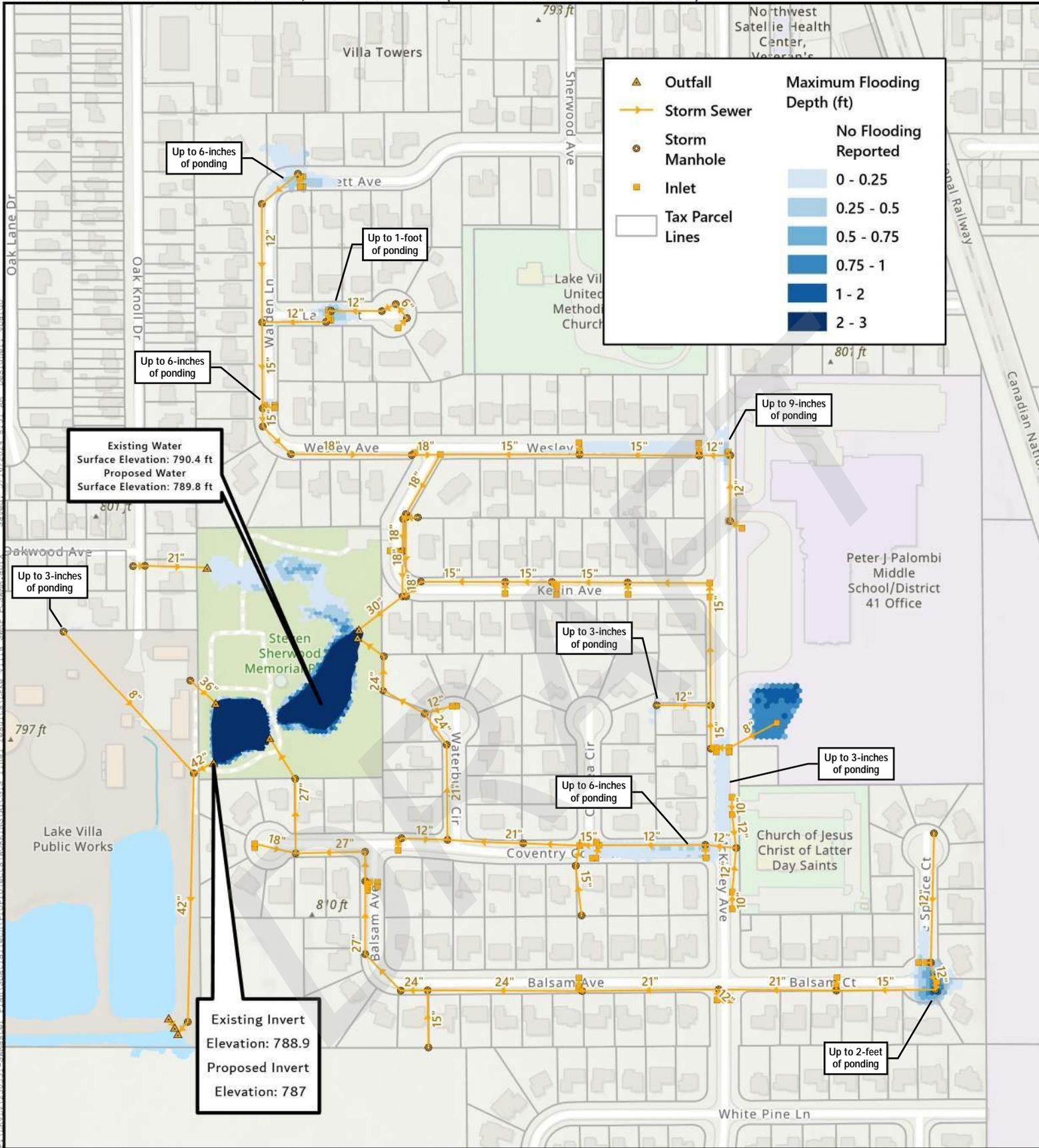
## EXHIBIT 10

### Area 3: Sherwood Memorial Park | Alternative 1: 25-Year, 30-Minute

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# AREA 3: SHERWOOD MEMORIAL PARK

## ALTERNATIVE 1 - 25 YEAR / 30 MINUTE (CRITICAL DURATION)



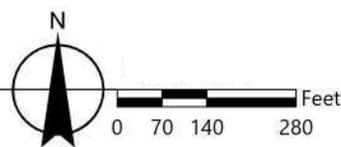
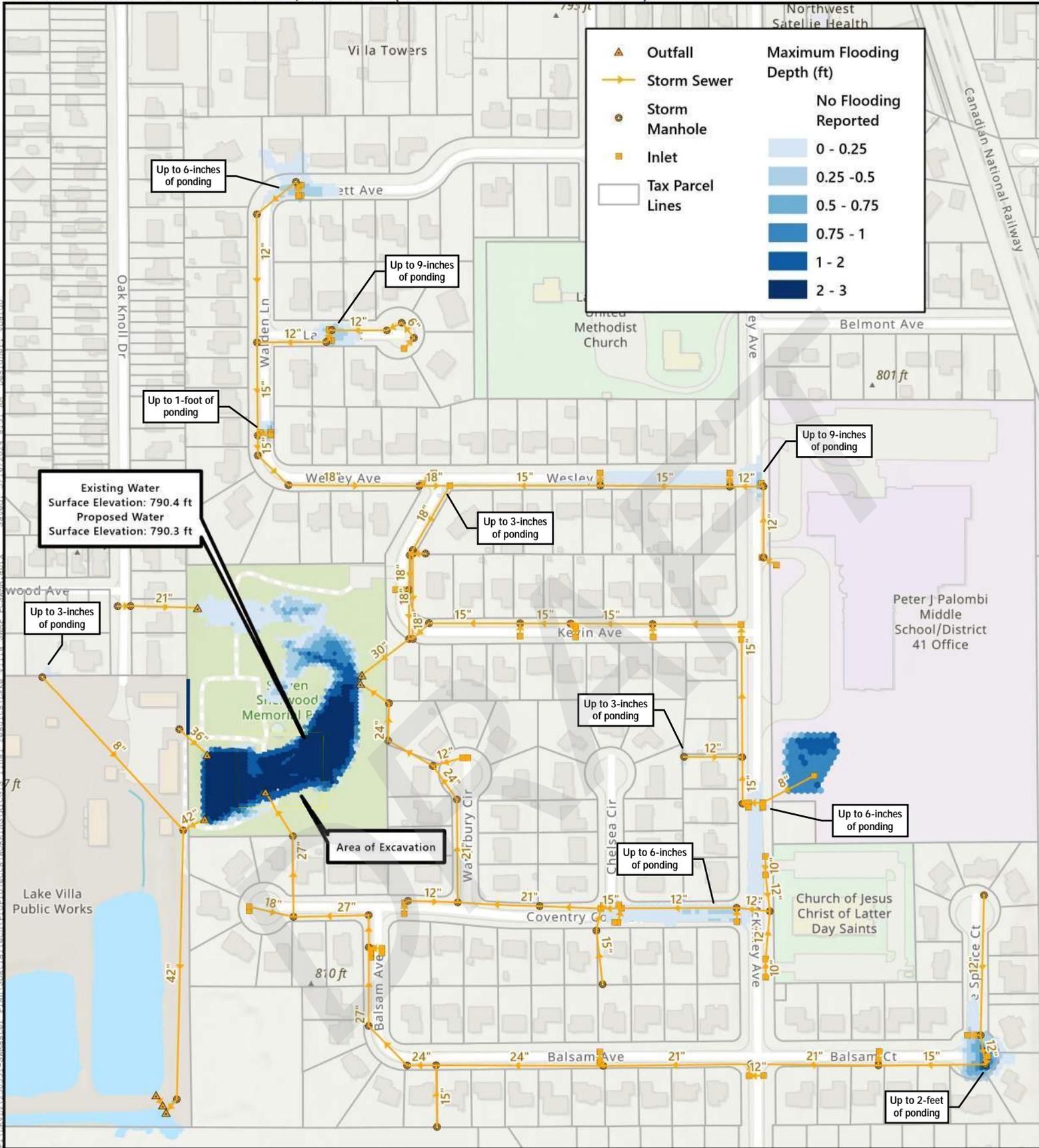
## EXHIBIT 11

### Area 3: Sherwood Memorial Park | Alternative 2: 25-Year, 30-Minute

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# AREA 3: SHERWOOD MEMORIAL PARK

## ALTERNATIVE 2 - 25 YEAR/ 30 MIN (CRITICAL DURATION)



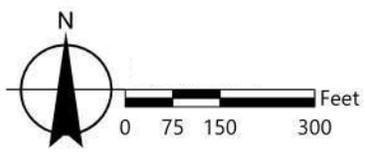
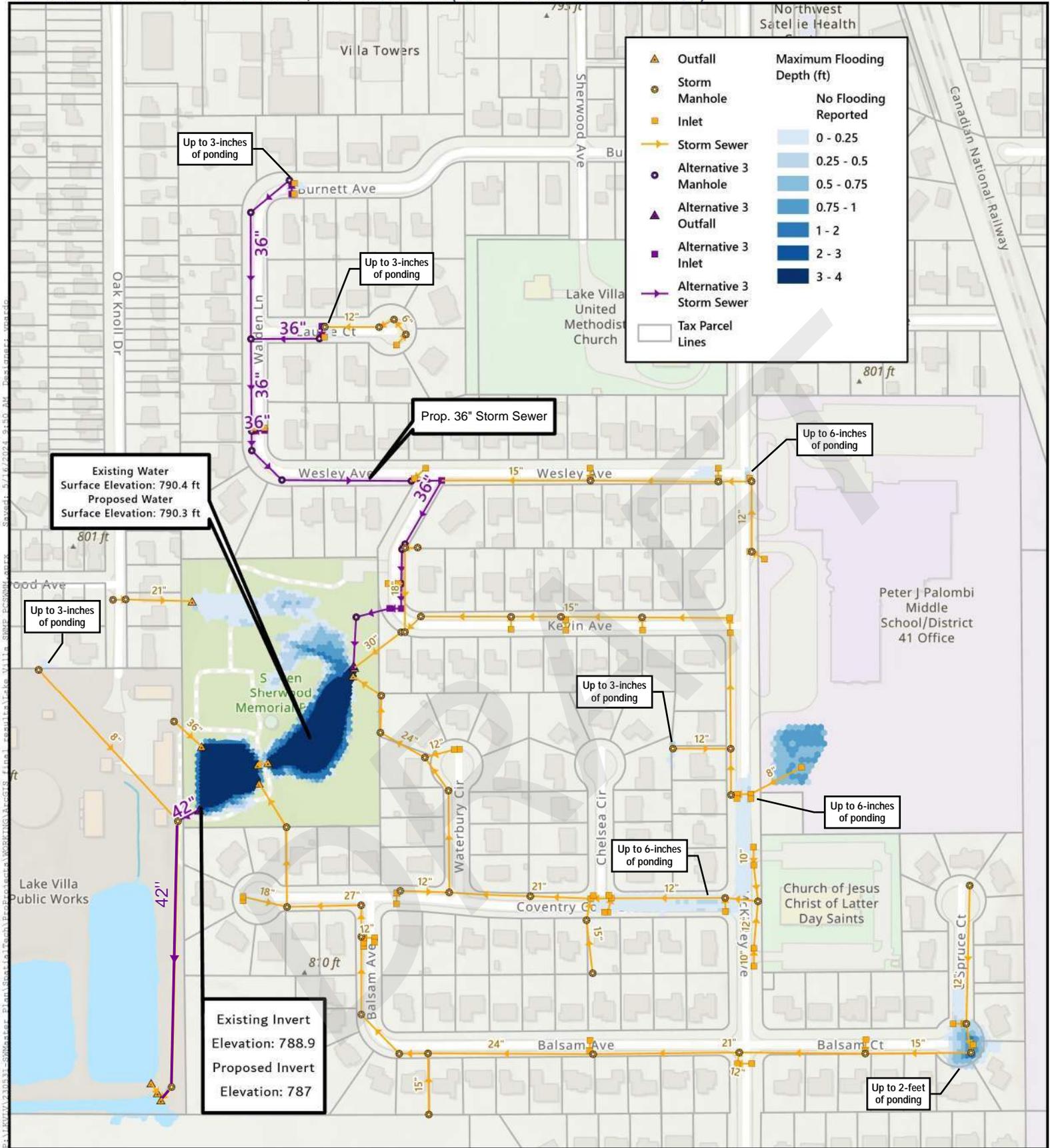
## EXHIBIT 12

### Area 3: Sherwood Memorial Park | Alternative 3: 25-Year, 30-Minute

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# AREA 3: SHERWOOD MEMORIAL PARK

## ALTERNATIVE 3 - 25 YEAR / 30 MINUTE (CRITICAL DURATION)



## EXHIBIT 13

### Area 3: Sherwood Memorial Park | Alternative 3: 100-Year, 24-Hour

DRAFT





**DATE:** September 5, 2024  
**TO:** Mayor James McDonald and Board of Trustees  
**FROM:** Michael Strong, Village Administrator  
**RE:** FY2026 Budget Priority and Goal Discussion

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Purpose

The purpose of this memorandum is to provide the Village Board guidance in advance of the upcoming Village Board discussion to identify budget priorities for the FY2025-2026 fiscal year. The objective of the discussion is to determine or prioritize broad, project-based, and/or operational initiatives which align with the Village’s strategic goals and capital plan for inclusion in the operating or capital budget.

Background

As we move forward with the budget planning for the upcoming fiscal year, it is important to first reflect on the priorities that were previously established through the 5-year capital planning process, Village Board retreat, and other performance objectives discussed with the Village Administrator.

These foundational programs provide a basis for the discussion but should also be considered alongside new or emerging needs that Village Board members believe are important and which may not have been contemplated previously. These documents have been attached for reference.

Policy Questions for Village Board Discussion

As you prepare for the discussion, please reflect on the following policy questions:

- What are the **top three priorities** that the Village Board believes will have the most significant impact on the community in the next fiscal year?
- Are there any priorities from the previous planning retreat or capital program that should be **reconsidered or adjusted**?
- Considering the increasing costs for Police Dispatching services and Police Pension Contribution, what appetite is there, if any, for considering a **tax levy increase** to cover costs for these services next year?

Next Steps

During the upcoming meeting, we will brainstorm and identify specific budget initiatives based on your feedback and the priorities outlined above. Staff will then investigate

these initiatives further and develop recommendations for incorporation into the proposed operating and capital budgets for next fiscal year.

We appreciate your thoughtful consideration and look forward to a robust discussion that helps shape our community's future direction.

# Village Board Strategic Priorities Summary

FY2025 - FY2027

Green = On-Track - no issues likely to affect scope, budget or timeline

Orange = At-Risk - known or potential issues are likely to affect scope, schedule and/or budget

Red = Critical - significant unresolved issues impact scope, schedule and/or budget

Updated 9/1/2024

Strategic Priority	Initiative	Actions	Measure of Success	Target Timeline			Department(s)
				FY2025	FY2026	FY2027	
<b>Financial Planning &amp; Sustainability</b>	<b>a) Maintain financial stability and fiscal stewardship</b>	Develop fee schedule and implement annual review	Establish a centralized schedule and review all fees on a rotating basis	Jan-25			Finance
		Increase Village Board awareness of financial policies and procedures through regular communication; review financial policies annually	Develop a calendar of ongoing policy review	Jan-25			Finance
		Undergo Investment Policy Review with the Village Board	Completion of new Investment Policy Amendments	Jan-25			Finance
		Develop strategy for revenue diversity & and growth and cost control measures to meet changing market conditions	Bond Rating - Maintain Aa3	Apr-25			Finance
		Create 5-year Financial Forecast and access fund balance targets	Complete 5-year review fund balance targets	Apr-25			Finance
		Present recommended budget document with integrated strategic priorities	Budget and Audit Presented and Approved Annually	Apr-25			Finance
		Determine how to achieve other revenue growth (new or enhanced, rate increases, grant funding)	Review opportunities for creating new revenue	Apr-25			Finance
		Explore Home Rule Authority for potential adoption by the Village			Jan-26		Finance/Admin
	<b>b) Maintain Lehmann Mansion as self-sustaining</b>	Review quarterly and annual financial performance and goals with the Village Board	Positive net income annually	Apr-25	Apr-26	Apr-27	Finance
		Present 5-Year Forecast to Village Board for Lehmann Mansion Annually	Completion of 5-Year Forecast		Apr-26		Finance/PW
	<b>c) Maintain capital funding viability</b>	Prioritize capital projects through annual CIP Process	Approved Annual CIP	Apr-25	Apr-26	Apr-27	Finance
		Develop 20-year capital improvement plan	Completion of 20-year CIP Forecast		Apr-26		Finance
	<b>d) Evaluate long-range financial outlook</b>	Present 5-Year Forecast to Village Board as part of the Budget Process	Completion of 5-Year Forecast	Apr-25	Apr-26	Apr-27	Finance

Strategic Priority	Initiative	Actions	Measure of Success	Target Timeline			Department(s)
				FY2025	FY2026	FY2027	
<b>Economic Development</b>	<b>a) Implement Economic Development strategy focused on economic vitality, EAV growth and Sales Tax Growth</b>	Issue RFP for retail recruitment and coaching assistance for downtown redevelopment opportunities and commercial corridors on Grand Avenue and Milwaukee Avenue	Publish RFP and select preferred vendor/firm	Complete			Admin
		Develop redevelopment plan for 209 Cedar Avenue	Add new commercial sq. ft. and/or new businesses and residential units	Jan-25			Admin
		Revise Village Zoning Code and regulations that inhibit commercial development and identify catalyst sites in the central business district	Alignment with the Comprehensive Plan; Zoning Code Audit by end of 2025		Apr-26		Admin
		Increase the number of new residential units in the downtown and adjacent to the train station	Seek mixed-use residential and commercial developments in CBD		Apr-26		Admin
		Develop redevelopment plan for the Pleviak Elementary School Site at 304 E. Grand Avenue	Add new commercial sq. ft. and/or new businesses and residential units	Apr-25			Admin
		Promote and manage TIF Districts by evaluating new commercial projects and redevelopment opportunities	EAV Increase community-wide, CBD Downtown TIF Area by 5% per year; Engage in new TIF Eligible projects each year	Ongoing	Ongoing	Ongoing	Admin
		Support investment and expansion of the Park Place Business Center and Industrial Parks	EAV increase in industrial parks	Ongoing	Ongoing	Ongoing	Admin
		Seek partners like the Chamber and Small Business Office on opportunities to assist CBD Businesses and all businesses to enhance business climate in the community	Maintain # of events in and around the downtown; host at least 2 educational sessions per year	Ongoing	Ongoing	Ongoing	Admin

Strategic Priority	Initiative	Actions	Measure of Success	Target Timeline			Department(s)	
				FY2025	FY2026	FY2027		
<b>Economic Development</b>	<b>b) Seek opportunities that support successful growth, development, annexation &amp; business retention</b>	Review and modify building codes and architecture review guidelines to create more flexibility and protection for residents and businesses	Code update by end of 2024	Dec-24			Admin	
		Consider developing or establishing boundary agreements with adjacent communities to plan for future annexation opportunities to increase the tax base and control future development	Finalize boundary agreements through IGA instrument		Apr-26		Admin	
		Implement an online building permit system to provide customer flexibility and improved service to all customers	Upgrade ERP and create new online system			Apr-27	Admin	
	<b>c) Access and improve commercial district infrastructure to support business retention and growth, investment in streetscape, wayfinding signage, and other beautification efforts</b>	Explore TIF eligibility for "Four Corners" commercial area	Coordinate TIF Evaluation Study for Area			Apr-26		Admin
		Identify beautification projects to improve the quality of life and drive new business investments; "Fix up" Village Gateways and assets	Develop a plan for beautification efforts at Village Gateways				Apr-27	PW
		<b>d) Effective stewardship of economic incentives to support business recruitment and retention</b>	Evaluate incentive requests by assessing risk to the Village and ROI.	Policy compliance that leverages ROI	Ongoing	Ongoing	Ongoing	Ongoing
	Grow business relationships with economic development partners including the Chamber of Commerce, Visit Lake County, Business Development Center at CLC, Community Partners, Lake County Partners, and Library		Establish ongoing meetings with partner agencies	Ongoing	Ongoing	Ongoing	Ongoing	Admin
	Continue business retention visits with existing businesses		Conduct a minimum of 24 visits annually (2/month)	Ongoing	Ongoing	Ongoing	Ongoing	Admin

Strategic Priority	Initiative	Actions	Measure of Success	Target Timeline			Department(s)	
				FY2025	FY2026	FY2027		
Infrastructure Investment	a) Develop and implement the Capital Improvement Plan (CIP)	Develop, monitor, and enhance funding options as necessary to execute the CIP	Budget compliance	Apr-25	Apr-26	Apr-27	Finance/PW	
		Execute the Capital Improvement Plan (CIP) including IT improvements, facility improvements, roadway improvements, fleet and equipment replacement annually	Quarterly review with internal staff committee	Ongoing	Ongoing	Ongoing	Admin/PW	
	b) Maintain and Invest in safe & reliable roads, public utilities and facilities	Improve streets on a 20-25 year cycle by conducting regular street assessments and executing on approved CIP priorities	Complete projects on time and on budget	Complete	Oct-25	Oct-26	PW	
		Identify Stormwater project priorities for Village stormwater utilities and areas prone to flooding/drainage issues	Consider major stormwater projects and prioritize them	Oct-24			PW	
		Assess Village facilities and develop a comprehensive facility plan and maintenance/replacement schedule	Complete facility condition assessments for select facilities		Oct-25		PW	
		Complete a water/sewer rate assessment to ensure a sustainable financial structure	Complete W/S Rate Study		Oct-25		PW	
		Assess the Village's police department and ensure the facility meets current and future workforce needs	Complete Space Needs Analysis of current facility			Apr-27	Admin/Police	
		c) Pursue transit-oriented investments, and focus on sustainability and resiliency	Adopt new tree and landscaping standards that prioritize preservation and conservation of existing canopies	Complete Zoning Code audit and prioritize amendments	Apr-25			Admin
			Explore and evaluate options for extending utilities for future development and redevelopment opportunities	Consider extending water/sewer north to Grass Lake Road		Apr-26		Admin/PW
	Explore opportunities to enhance sustainable design concepts in building and redevelopment projects; electric vehicle (EV) charging stations, etc.		Adopt Best Management Practices (BMPs) for Village infrastructure projects		Apr-26		Admin	
		Evaluate opportunities and partnerships to connect commercial corridors to residential subdivisions and recreational sites	Consider walkability and connectivity with development projects	Ongoing	Ongoing	Ongoing	Admin/PW	
		Support service and infrastructure improvements that enhance the quality and availability of transportation options to Village residents (e.g. Pace, Metra)	Annual report to the Village Board as part of the budget process	Ongoing	Ongoing	Ongoing	Admin/PW	

Strategic Priority	Initiative	Actions	Measure of Success	Target Timeline			Department(s)
				FY2025	FY2026	FY2027	
<b>Effective Community Governance</b>	<b>a) Facilitate robust citizen participation and inclusivity</b>	Improve organization's understanding of resident needs and expectations by completing a Citizen Survey and tracking progress	Complete survey and prepare results			Apr-27	Admin
		Continue to evaluate and increase opportunities for partnership with intergovernmental entities	Track involvement with various entities	Ongoing	Ongoing	Ongoing	Admin
	<b>b) Support an engaged and well-informed community</b>	Continue to publish bi-monthly newsletters; explore e-news capacity or expansion (email marketing)	Increase distribution	Apr-25	Apr-26	Apr-27	Admin
		Offer robust community events including the Community Partner events, picnic in the parks, and fall festival events, and seasonal parades	Positive net income annually	Apr-25	Apr-26	Apr-27	Admin
	<b>c) Develop positive Public Relations</b>	Update New Resident information and engage Realtors on an annual basis	Develop contact list for real estate firms to share information		Apr-26		Finance
		Develop a targeted marketing approach for the Village building off current branding concepts and design elements; including communications and media plan	Adoption of communications plan; Attendance at ICSC, Retail Live, or other development-centric events			Apr-27	Admin

Strategic Priority	Initiative	Actions	Measure of Success	Target Timeline			Department(s)
				FY2025	FY2026	FY2027	
<b>Workforce &amp; Operations</b>	<b>a) Develop a competent, high-quality workforce and support adequate staffing to meet current and future service demands</b>	Develop staffing options and plan for Building and Community Development Services (e.g. Building Official, Plan Reviewer, Code Enforcement)	Evaluate options and facilitate dialogue with the Village Board on staffing options	Apr-25			Admin
		Review pay & classifications for all positions and review overall compensation plan annually as part of the budget process	All positions' compensation reviewed every three (3) years		Apr-26		Admin
		Review organization-wide training needs and formalize a list of certifications and/or specialized skills of all current positions	Develop a comprehensive training calendar		Apr-26		Admin/PW
		Conduct Employee Satisfaction Survey	Complete and develop survey annually		Apr-26		Admin
		Create succession plans in all Departments and continually review staffing allocation and needs	Track key positions and prepare plans to fill positions as necessary			Apr-27	Admin
		Conduct periodic department assessment and staffing studies	Complete benchmark analysis for Admin/Finance/PW Depts.	Ongoing	Ongoing	Ongoing	Admin
	<b>b) Evaluate technology needs and build greater technological capacity and use within the organization</b>	Explore alternative service request system to expedite registering, processing and tracking of residential service requests	Launch of service request system replacement for SeeClickFix	Complete			Admin/PW
		Develop a plan for additional e-services in all Departments to streamline process and improve customer satisfaction	Develop schedule and implement: Public Works services; GIS; redesign Village website; legislative actions (agendas); digital payments; online permits		Apr-26		Admin/PW
	<b>c) Examine shared service opportunities to build greater effectiveness of the organization and workforce</b>	Continue to evaluate and increase opportunities for partnership with intergovernmental entities and government consortiums to implement shared services model	Annual report to the Village Board as part of the budget process	Ongoing	Ongoing	Ongoing	Admin

# Village Board Retreat – (April 2024)

## Policy Priority Discussion and Brainstorming Notes

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### **Policy Themes Prioritized:**

1. Financial Plan/Tax (63 pts) Impacts/Ad Revenue Sources/Control Levy
  1. Raise Revenue without adding rooftops – fund outside of residential
  2. Financial Plan – Long –term, 20-year capital plan
  3. Spend for Future Growth- Bond
  4. Revenue diversity
2. Tax Increment Financing projects (58 pts)
  1. Use 209 Cedar as catalyst for Downtown Development
  2. Define a plan for Pleviak
  3. Leverage TIF Dollars
  4. Connect Pleviak to Downtown
3. Economic Development (55 pts)
  1. Explore TIF for NW entrance of Village
  2. Development: Higher density near Train Station
  3. Spreading Downtown Vision – Attract quality businesses/development
  4. Use expert consultants for future planning and economic development
  5. Marketing company – target good businesses (pet stores)
  6. Be specific about what types of business we want & where
  7. Park Avenue Development
4. Streets Infrastructure (39 pts)
  1. Street Improvements (Annual resurfacing program)
5. Staffing (32 pts)
  1. Assess Current Staffing Levels, Adjust if needed
  2. Investment in HR Solutions/Technology
  3. Public Works – Grow with community, Garage & Storage
  4. Code Enforcement
  5. Prioritize Zoning Enforcement
  6. Capitalize on things we do well
  7. Community engagement- Engage residents with technology
6. Utilities (29 pts)
  1. Develop infrastructure for future growth (water, sewer, storm)
  2. Smart Utilities
  3. Get Water/Sewer to Grass Lake/83
  4. Climate Change – invest in water/sewer
7. Redevelopment Projects (29 pts)
  1. Touch of the old, touch of new – Unique- Set our own goals;
  2. Entry into Village

3. "Fix up" Village Gateways and Assets
8. Technology (28 pts)
  1. Artificial Intelligence (AI) Advancement
  2. Integrated Village Website & applications
  3. Digital payments at Metra
  4. Online engagement & in person
  5. Standardized internet throughout the Village
  6. Cashless payments
  7. Virtual Village Hall – Chat box for help on website
  8. Alert system– Gateways to subdivisions & intersections
  9. Streamline work orders
9. Community (28 pts)
  1. Turn events into revenue generators
  2. Survey Village residents
  3. More community events
  4. Community events
10. Parks/Fix It First too (21 pts)
  1. Park Capital Improvements – draw more people in (sports team needs, fix what we have already, Fix It First, baseball stadium, pickleball court)
  2. Dog park/beach/dog car wash
11. Home Rule (19 pts)
  1. Home Rule Authority
12. Facilities (19 pts)
  1. Owned Properties – Fix It First
  2. Building improvements/Village assets
  3. Facilities improvement
  4. Police Department has outgrown current Village Hall – Station 1?
13. Environment (17 pts)
  1. Charging station oasis – businesses around chargers
  2. Conservation – integrity
  3. Keep our lakes NICE
  4. Community greenhouse
  5. Trees
  6. Paperless process – smart EV chargers at Metra and Downtown
  7. Environment – Proactive management of rain gardens, wetland borders, natural/pollen gardens, storm water management
14. Lake Villa Branding (13 pts)
  1. Targeted marketing approach
  2. Village branding
15. Equipment (7 pts)
  1. Public Works improvements - Equipment
  2. Snowplow drone
16. Values (7 pts)
  1. Preserve sense of history

2. Preservation of values
3. Maintaining Current Village
4. Safety - Maintain
17. Non-Motorized Trails (6 pts)
  1. Walkability –cohesiveness
  2. Connect Village to Trail System
18. Accessibility/Language/ADA (2 pts)
  1. ADA improvements
  2. Transportation improvements – bus and Metra
  3. Transportation – PACE, Metra
19. Diversity/Orient Newcomers (0 pts)
  1. Diversity – Newcomers
20. Bonding (0 pts)

Village of Lake Villa  
Final - FY2025 Capital Improvement Program Summary Report  
FY25 - FY29

PROJECTS BY FUNDING SOURCE

Funding Source	Priority	FY '25	FY '26	FY '27	FY '28	FY '29	Total
<b>General Capital Fund (Fund 90)</b>							
<u>Buildings &amp; Facilities</u>							
Grass Lake Road Pedestrian Path/Sidewalk (Construction)	1	185,000					185,000
Grand Avenue Pedestrian Path/Sidewalk (Phase 1 D/E)	1	88,500					88,500
Village Hall/PD Exterior Improvements	1	50,000					50,000
Baseball Park Parking Lot Improvements	1	20,000					20,000
Public Works Shop Service Door Replacement	1	23,000					23,000
Public Works Overhead Door Repairs	1	4,000					4,000
Baseball Park Overhead Door/Storage Building	1		13,000				13,000
Village Hall/PD Parking Lot Resurfacing	1		45,000				45,000
Public Works Facility Paving (Phase 2)	1				100,000		100,000
<u>Information Technology</u>							
Village Hall/Public Works Network Improvements	1	57,000					57,000
Village Hall Core Swich Replacement	1	4,850					4,850
Village Hall Conference Room Upgrades	1		3,400				3,400
Phone System Upgrade/Replacement	1		16,000				16,000
Public Works Training Room Improvements	1		3,500				3,500
Village Website Redesign Project	2		50,000				50,000
Cedar Avenue Audio Improvements (Phase 2)	1			40,000			40,000
Mansion Internet Network Replacement	2			3,500			3,500
Work Orders System Software Project	2			20,000	45,000		65,000
<u>Public Safety</u>							
Ammunition Supplies	1	15,000					15,000
Body Cam & Squad Cam Subscription	1	9,715					9,715
Weight Scales	1	15,000	-	-			15,000
LakeComm Dispatch Consolidation	1	-	50,000	75,000			125,000
Bullet Proof Vests	2				5,000	5,000	10,000
<u>Storm Sewer Improvements</u>							
Steven Sherwood Park Improvements (D/E)	1				140,000		140,000
Steven Sherwood Park Improvements (Phased)	1					750,000	750,000
<u>Fleet Vehicles/Capital Equipment</u>							
Unit 5 - 1998 International 4900 Replacement	1	186,750					186,750
Vehicle Leases (Police/Public Works)	1	47,625	47,625	65,000	65,000	65,000	290,250
Unit 6 - 1999 International 4900 Replacement	1		191,250				191,250
Unit 7 - 2000 International 4900 Replacement	1			195,000			195,000
Unit 8 - 2002 International 4900 Replacement	1				198,750		198,750
2011 Hyunda HL740 Front End Loader	2				161,250		161,250
Unit 9 - 2002 International 4900 Replacement	1					202,500	202,500
Unit 11 - 1996 Ford Explorer	2					55,000	55,000
<u>Other Projects/Contingencies</u>							
Water & Sewer Transfer (Meter Replacement Program)	1	500,000					500,000
Road Resurfacing Program Contingency	1	100,000					100,000
Building Repairs/Planning Studies	1	50,000	50,000	50,000	50,000	50,000	250,000
Economic Development Initiatives	1	50,000	50,000	50,000	50,000	50,000	250,000
Burnett/Route 83 Intersection Improvements	1		75,000				75,000
Contingency (10%)	1	61,794	35,338	40,000	50,375	101,750	289,257
<b>Recommended Funding (Priority 1 Projects)</b>		<b>1,007,984</b>	<b>580,113</b>	<b>515,000</b>	<b>654,125</b>	<b>1,219,250</b>	<b>3,976,472</b>
<b>Rollovers (Previous Year)</b>		<b>460,250</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>460,250</b>
		<b>1,468,234</b>	<b>580,113</b>	<b>515,000</b>	<b>654,125</b>	<b>1,219,250</b>	<b>4,436,722</b>
<b>Other Projects (Priority 2 &amp; 3) Total</b>		<b>-</b>	<b>50,000</b>	<b>23,500</b>	<b>211,250</b>	<b>60,000</b>	<b>344,750</b>
<b>Grand Total</b>		<b>1,468,234</b>	<b>630,113</b>	<b>538,500</b>	<b>865,375</b>	<b>1,279,250</b>	<b>4,781,472</b>

**PROJECTS BY FUNDING SOURCE**

<b>Funding Source</b>	<b>Priority</b>	<b>FY '25</b>	<b>FY '26</b>	<b>FY '27</b>	<b>FY '28</b>	<b>FY '29</b>	<b>Total</b>
<b>Water/Sewer Capital Fund (Fund 91)</b>							
<u>Tower A (Railroad Avenue)</u>							
Design/Engineering (Painting/Repairs)	1		40,000				40,000
Painting/Repairs of Water Tower A	1			1,000,000			1,000,000
<u>Tower B (Tower Drive)</u>							
Tower B Lowering Project	1	500,000					500,000
Design/Engineering (Repainting)	3				40,000		40,000
Painting/Repairs of Water Tower B	3					500,000	500,000
<u>Water System Improvements</u>							
Water Meter Replacement Project	1	475,000	325,000	325,000			1,125,000
Burnett/Walden/Laurie Ct. Water Main (Phase 1)	1	500,000					500,000
Grand Avenue Water Main Design/Engineering	1	25,200					25,200
Water Building Block Repairs	1		10,155				10,155
IEPA Loan - Burnett/Walden/Laurie Ct. Water Main (Phase 2)	2		25,000	2,500,000			2,525,000
Well #5 Rehabilitation	3				40,000		40,000
IEPA Loan - Grand Avenue Water Main	2					2,910,550	2,910,550
<u>Sanitary Sewer Improvements</u>							
Sanitary Sewer Manhole Repairs/I&I Program	1	100,000	100,000	100,000	100,000	100,000	500,000
Lift Station #8 Rehabilitation/Pump Replacement	2	50,000					50,000
Sewer Building Block Repairs	1		11,760				11,760
Lift Station #1 Rehabilitation	3		10,000				10,000
<u>Fleet Vehicles/Capital Equipment</u>							
Vehicle Leases (Water/Sewer)	1	30,300	48,000	48,000	48,000	48,000	222,300
Unit 5 - 1998 International 4900 Replacement	1	62,250					62,250
Unit 22 - Crane Truck Replacement	1		210,000				210,000
Unit 6 - 1999 International 4900 Replacement	1		63,750				63,750
Unit 7 - 2000 International 4900 Replacement	1			65,000			65,000
Unit 8 - 2002 International 4900 Replacement	1				66,250		66,250
2011 Hyunda HL740 Front End Loader	2				53,750		53,750
Unit 9 - 2002 International 4900 Replacement	1					67,500	67,500
<u>Other Projects/Contingencies</u>							
Contingency	1	50,000	50,000	50,000	50,000	50,000	250,000
<b>Recommended Funding (Priority 1 Projects)</b>		<b>705,500</b>	<b>858,665</b>	<b>1,588,000</b>	<b>264,250</b>	<b>265,500</b>	<b>3,681,915</b>
<b>Rollovers (Previous Year)</b>		<b>1,037,250</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,037,250</b>
		<b>1,742,750</b>	<b>858,665</b>	<b>1,588,000</b>	<b>264,250</b>	<b>265,500</b>	<b>4,719,165</b>
<b>Other Projects (Priority 2 &amp; 3) Total</b>		<b>50,000</b>	<b>35,000</b>	<b>2,500,000</b>	<b>133,750</b>	<b>3,410,550</b>	<b>6,129,300</b>
<b>Grand Total</b>		<b>1,792,750</b>	<b>893,665</b>	<b>4,088,000</b>	<b>398,000</b>	<b>3,676,050</b>	<b>10,848,465</b>
<b>Parks Capital Fund (Fund 97)</b>							
Loffredo Park Pergola Installation	1	12,500					12,500
Loffredo Park Bathroom Repairs/Rehabilitation	1	15,000					15,000
Lehmann Grounds Repairs/Landscaping	1	14,300					14,300
Sherwood Pavillion Floor	1	12,000					12,000
Steven Sherwood Park Asphalt Path Replacement	1		75,000				75,000
Lehmann Park Panel Christmas Tree	2			32,000			32,000
Playground Equipment Replacement	2				25,000		25,000
<b>Recommended Funding (Priority 1 Projects)</b>		<b>53,800</b>	<b>75,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>128,800</b>
<b>Rollovers (Previous Year)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
		<b>53,800</b>	<b>75,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>128,800</b>
<b>Other Projects (Priority 2 &amp; 3) Total</b>		<b>-</b>	<b>-</b>	<b>32,000</b>	<b>25,000</b>	<b>-</b>	<b>57,000</b>
<b>Grand Total</b>		<b>53,800</b>	<b>75,000</b>	<b>32,000</b>	<b>25,000</b>	<b>-</b>	<b>185,800</b>

**PROJECTS BY FUNDING SOURCE**

<b>Funding Source</b>	<b>Priority</b>	<b>FY '25</b>	<b>FY '26</b>	<b>FY '27</b>	<b>FY '28</b>	<b>FY '29</b>	<b>Total</b>
<b>Motor Fuel Tax Fund (Fund 75)</b>							
Annual Pavement Resurfacing Program	1	500,000	500,000	500,000	500,000	45,000	2,045,000
Design and Construction Engineering	1	75,000	40,000	40,000	40,000		195,000
Phase 2 Design/Construction for Grand Avenue Sidewalk	2				400,000		400,000
Steven Sherwood Park Storm Sewer Project	2					750,000	750,000
<b>Recommended Funding (Priority 1 Projects)</b>		<b>575,000</b>	<b>540,000</b>	<b>540,000</b>	<b>540,000</b>	<b>45,000</b>	<b>2,240,000</b>
<b>Rollovers (FY2024)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
		<b>575,000</b>	<b>540,000</b>	<b>540,000</b>	<b>540,000</b>	<b>45,000</b>	<b>2,240,000</b>
<b>Other Projects (Priority 2 &amp; 3) Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000</b>	<b>750,000</b>	<b>1,150,000</b>
<b>Grand Total</b>		<b>575,000</b>	<b>540,000</b>	<b>540,000</b>	<b>940,000</b>	<b>795,000</b>	<b>3,390,000</b>
<b>Mansion Fund (Fund 08)</b>							
Event Tent Carpet Replacement	1	27,000					27,000
Front Deck Improvements	1	-	8,500				8,500
Asphalt Paving/Repairs Allowance	2		25,000			25,000	50,000
Carpet Replacements	2		22,500				22,500
HVAC Replacements	1			27,500		27,500	55,000
Exterior Walls Tuckpointing/Painting Allowance	1			15,000	15,000	15,000	45,000
Fire Alarm Replacement	2			10,000			10,000
Event Tent HVAC Replacement	2				145,000		145,000
<b>Recommended Funding (Priority 1 Projects)</b>		<b>27,000</b>	<b>8,500</b>	<b>42,500</b>	<b>15,000</b>	<b>42,500</b>	<b>135,500</b>
<b>Rollovers (FY2024)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
		<b>27,000</b>	<b>8,500</b>	<b>42,500</b>	<b>15,000</b>	<b>42,500</b>	<b>135,500</b>
<b>Other Projects (Priority 2 &amp; 3) Total</b>		<b>-</b>	<b>47,500</b>	<b>10,000</b>	<b>145,000</b>	<b>25,000</b>	<b>227,500</b>
<b>Grand Total</b>		<b>27,000</b>	<b>56,000</b>	<b>52,500</b>	<b>160,000</b>	<b>67,500</b>	<b>363,000</b>
<b>Metra Fund (Fund 02)</b>							
Sidewalk Repairs, Mudjacking & Brick Replacement	1	18,000					18,000
Facility Condition Assessment	2		4,000				4,000
Parking Pay Machine Replacement	2			12,500			12,500
Security Camera Upgrades	2				15,000		15,000
<b>Recommended Funding (Priority 1 Projects)</b>		<b>18,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,000</b>
<b>Rollovers (FY2024)</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
		<b>18,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>18,000</b>
<b>Other Projects (Priority 2 &amp; 3) Total</b>		<b>-</b>	<b>4,000</b>	<b>12,500</b>	<b>15,000</b>	<b>-</b>	<b>31,500</b>
<b>Grand Total</b>		<b>18,000</b>	<b>4,000</b>	<b>12,500</b>	<b>15,000</b>	<b>-</b>	<b>49,500</b>