

Attached is the agenda packet for the April 1, 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

April 1, 2024

7:00 p.m.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comment
4. Approval of the Minutes
 - a. March 18, 2024 Village Board Meeting
5. Accounts Payable – April 1, 2024
6. Mayor
 - a. Pines II Subdivision Conceptual Review
7. Staff Reports
8. New Business
 - a. Resolution 2024-04-01: A Resolution Approving Municipal Solid Waste Collection Rates for the Village
 - b. Approval: Intergovernmental Agreement Among the Village of Antioch, the Village Lake Villa and the Board of Education of Antioch CCSD #34 Regarding the use of a School Resource Officer
 - c. Ordinance 2024-04-01: An Ordinance Granting Final Approval of a Request for Rezoning and for Amendments to an Existing Conditional Use Permit for a Planned Development at 0 Deep Lake Road (Starling Senior Loft Apartments)
 - d. Discussion: Lead Service Line Update
9. Executive Session
10. Old Business
11. Adjournment



DATE: March 27, 2024
TO: Village Board of Trustees
FROM: Michael Strong
Village Administrator
RE: Agenda Transmittal

New Business

a. Resolution 2024-04-01: A Resolution Approving Municipal Solid Waste Collection Rates for the Village

Staff Contact: Jake Litz, Assistant to the Village Administrator

The Village Board will consider Resolution 2024-04-01, a Resolution establishing new municipal solid waste collection rates for the Village of Lake Villa. The Village Board approved Ordinance 2024-02-04, which established Lakeshore Recycling Systems (LRS) as the exclusive municipal solid waste, recycling and yard waste for the Village. Pursuant to the Village's contract with LRS, billing rates may be adjusted annually to match the hauler's annual contractual rate increases.

The Resolution authorizes the Village to increase the refuse and recycling rate to \$27.70 per month for 64 Gallon customers and \$28.70 per month for 96 Gallon customers. Yard Waste Stickers will now cost \$2.95 per sticker. Approval of the Resolution would set new rates effective May 1, 2024.

Suggested Motion: Motion to approve Resolution 2024-04-01 A Resolution Approving and Authorizing an Increase in Certain Bi-Monthly Utility Billing Rates for Refuse and Recycling Services

b. Approval: Intergovernmental Agreement Among the Village of Antioch, the Village Lake Villa and the Board of Education of Antioch CCSD #34 Regarding the use of a School Resource Officer

Staff Contact: Rochelle Tisinai, Police Chief

The Village Board previously approved an Intergovernmental Agreement with Antioch School District #34 regarding the assignment of a School Resource Officer at Oakland Elementary School. The IGA had two minor revisions regarding investigations and language concerning the use of handcuffs. Staff will overview these changes with the Village Board.

Suggested Motion: *Motion to approve an Intergovernmental Agreement Among the Village of Antioch, the Village of Lake Villa and the Board of Education of Antioch CCSD #34 Regarding the Use of a School Resource Officer*

c. Ordinance 2024-04-01: An Ordinance Granting Final Approval of a Request for Rezoning and for Amendments to an Existing Conditional Use Permit for a Planned Development at 0 Deep Lake Road (Starling Senior Loft Apartments)

Staff Contact: Michael Strong, Village Administrator

The Village Board will discuss and consider approval of an Ordinance granting final approval to a proposed senior apartment development located at 0 Deep Lake Road, an approximate 5-acre parcel located in the Lake Tower Crossing Development. The Developer, Lincoln Avenue Capital, LLC., is seeking rezoning of the property to the Village's UR-4 Zoning District and approval of an amendment to an existing Conditional Use Permit for the Lake Tower Crossing Phase 3 Planned Development that was approved via Ordinance 2020-07-07. Such amendment would permit a Residential Planned Development for Elderly Housing and to permit the Developer to construct a forty (40) unit senior apartment development which would be age-restricted to persons 55 years of age and older with a mix of one-bedroom and two-bedroom units.

The Plan Commission reviewed the final plan/plat of PUD during their regular meeting on February 8, 2024, and recommended approval of the final plan based on Findings of Fact, and conditions, outlined in the attached Ordinance. A background memorandum is enclosed that provides further details on the Project.

Pursuant to the Village Code, the Village Board may approve the Plan Commission's recommendation and adopt the Ordinance, approve with additional conditions, deny the request, and/or remand the matter back to the Plan Commission to further investigate specific matters relative to the development.

Suggested Motion: *Motion to approve Ordinance 2024-04-01 Granting Final Approval of a Request for Rezoning and for Amendments to an Existing Conditional Use Permit for a Planned Development at 0 Deep Lake Road in the Lake Tower Crossing Development.*

d. Discussion: Lead Service Line Update

Staff Contact: Jim Bowles, Superintendent of Water/Sewer

Staff will provide an update on the lead service line identification initiative and critical upcoming deadlines for 2024. The Federal and State Governments mandated that municipalities must find out where lead services are located throughout the community to begin the process of eliminating them. Lead, unlike other drinking water contaminants, is usually not present in the drinking water source or water main. It results from the service line or on-site plumbing itself. Lead gets into water at the tap when water corrodes lead in pipes, fixtures, and solder. The most impactful way to reduce the risk of exposure to lead in drinking water is to remove the lead service line that brings water to your home from the water main in the street.

A link to the Village's website on lead service line information can be found [here](#).

**VILLAGE OF LAKE VILLA
VILLAGE BOARD
REGULAR MEETING
March 18th, 2024**

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

Present: Mayor McDonald, Village Clerk Konrad, Trustees: Nielsen, Barbato, 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 Alexopolus, Public Works Supervisor Jim Bowles. Supervisor Ryan Horton was absent.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Public Comment: Concerns were voiced as to the amount of traffic and speed on Burnett Avenue.

It was moved by Trustee Barbato and seconded by Trustee Nielsen to approve the March 4th, 2024 Village Board Meeting Minutes.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Finance: It was by Trustee O'Reilly and seconded by Trustee Savell to approve the Accounts Payable Report for March 18th, 2024 in the amount of \$429,811.42.

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Mayor: The Mayor reported successful St Patrick's Day Parade followed by Corn beef and Cabbage held at the VFW on Saturday March 16th. Over 300 Corn Beef meals were served by Village Officials.

The Mayor then turned the floor over to Chief Tisinai who presented a Lifesaving Award to a Lake Villa student. On February 20th, 2024, Jeffrey M. Starck was on his school bus when the driver suffered a medical emergency. Jeffrey noticed the drivers distress and immediately reacted by getting up, steering the bus, bringing it to a controlled stop just before a tree. Upon review, Jeffrey's reaction time was 8 seconds. It was with tremendous pride and appreciation that the Police Department and Village Board recognize this young man and his heroic actions.

Staff Reports:

Public works reports that Grand Avenue Bridge project remains on schedule to be open between the 1st or 2nd week of April if IDOT remains on schedule. It was also reported that the Monaville lift station was struck by lightning with minor damage and no interruptions in function.

The Assistant to the Village Administrator, Jake Litz, reports that the transition to LRS waste removal has begun. The Village generated a Press Release, and LRS followed up with postcard notification. LRS will begin waste collection April 1st. Pursuant to their contract, Waste Management, will be collecting only yard waste through the month of April. Therefore the service providers will overlap. If a resident has the Waste Management yard stickers as of May 1st 2024, they can obtain a refund at the Village Hall or the Jewel in Round Lake Beach.

The Village Administrator, Mike Strong, reminded the Board of an upcoming retreat, and that SEI (Statement of Economic Interests) forms are due to the Clerk by May 1st.

New Business:

Resolution 2024-03-02: A Resolution Authorizing Publication of Official Zoning Map

The Village Board will conferred on the approval of a Resolution authorizing publication of the Zoning Map. The last time the Zoning Map was officially approved by the Village Board was June 5, 2015. Since then, several changes have been made.

It was moved by Trustee O'Reilly and seconded by Trustee Savell to approve Resolution 2024-03-02 A Resolution Authorizing Publication of Official Zoning Map

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Discussion:

Proposed FY2025 Capital Improvement Program Budget

The Village Board will discuss the draft 5-year Capital Improvement Program Budget for FY2025.

Funds that will be discussed include the following:

- General Capital Fund
- Water & Sewer Capital Fund
- Parks Capital Fund
- Mansion Fund
- Metra Fund
- Motor Fuel Tax Fund

Executive Session:

It was moved by Trustee Barbato and seconded by Trustee Savell to go into Executive Session at 10:07pm

ROLL CALL VOTE WAS:

AYES: 6 (Nielsen, Barbato, O'Reilly, Bartlett, Savell, McCollum)

NAYS: 0

ABSENT: 0

ABSTAIN: 0

MOTION CARRIED

Adjournment: It was moved by Trustee Barbato and seconded by Trustee Savell to adjourn at 10:59 pm

APPROVED BY ME THIS _____ April, 2024

JAMES MCDONALD, MAYOR

MARY KONRAD, CLERK

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 03/19/2024 - 04/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
1-800 RADIATOR									
WATER & SEWER	WATER	GENERATOR LOAD BANK	WEST LIFT STATION	1,450.00	60-42-60-4961	10,000.00	6,900.00		
WATER & SEWER	SEWER	GENERATOR LOAD BANK	WEST LIFT STATION	1,450.00	60-43-60-4961	10,000.00	153.34		
				Vendor Total:			2,900.00		
AEP ENERGY									
GENERAL FUND	STREETS	ELECTRICITY	0 PAINTED LAKES BI, MCI	10,564.90	01-41-40-4660	135,000.00	107,060.35		
				Vendor Total:			10,564.90		
AMERICAN LEGAL PUBLISHING									
GENERAL FUND	ADMINISTRATIVE	CODIFICATION	2024 S-9 SUPPLEMENT P	1,543.95	01-10-20-4391	4,500.00	1,067.65		
				Vendor Total:			1,543.95		
ANTIOCH AUTO PARTS									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 5	142.41	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 5	23.74	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 5	23.73	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CREDIT FOR INVOICE # 1	(13.41)	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	CREDIT FOR INVOICE # 1	(2.24)	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CREDIT FOR INVOICE # 1	(2.23)	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 15	77.61	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 15	12.94	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 15	12.93	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	ATV	76.08	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	ATV	12.68	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	ATV	12.68	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	AIR FILTER	25.48	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	AIR FILTER	4.25	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	AIR FILTER	4.24	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	HONDA AIR FILTER/ SPAR	17.05	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	HONDA AIR FILTER/ SPAR	2.84	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	HONDA AIR FILTER/ SPAR	2.85	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 15	216.63	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 15	36.10	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 15	36.11	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SAFETY FILTER	25.46	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	SAFETY FILTER	4.24	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SAFETY FILTER	4.24	60-43-60-4930	8,750.00	7,368.62		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	BANK LIFT	105.65	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	BANK LIFT	17.61	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	BANK LIFT	17.61	60-43-60-4930	8,750.00	7,368.62		
				Vendor Total:			897.28		
BAXTER & WOODMAN									
GENERAL FUND	ADMINISTRATIVE	MANAGED GIS SERVICES-	GIS CONSULTING SERVICE:	413.00	01-10-20-5216	6,000.00	5,458.50		
WATER & SEWER	WATER	MANAGED GIS SERVICES-	GIS CONSULTING SERVICE:	826.00	60-42-20-5216	12,000.00	7,758.50		
WATER & SEWER	SEWER	MANAGED GIS SERVICES-	GIS CONSULTING SERVICE:	826.00	60-43-20-5216	12,000.00	6,179.25		
				Vendor Total:			2,065.00		
BLECK ENGINEERING CO., INC.									
GENERAL CAPITAL FUND		REPAIRS & IMPROVEMENTS	NPDES PHASE 2- SWPPP/N	1,377.50	90-00-00-8092	50,000.00	8,985.26		
				Vendor Total:			1,377.50		
BROOKS-ALLAN									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ROB	239.50	01-20-60-4170	28,000.00	32,501.27		OVER
				Vendor Total:			239.50		
BURRIS EQUIPMENT CO.									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	GASKET/COIL	146.62	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	GASKET/COIL	24.44	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	GASKET/COIL	24.44	60-43-60-4930	8,750.00	7,368.62		
				Vendor Total:			195.50		
CES									
W&S CAPTIAL FUND		REPAIRS & IMPROVEMENTS	MONAVILLE LIFT STATION	237.81	91-00-00-8096	50,000.00	0.00		
				Vendor Total:			237.81		

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 03/19/2024 - 04/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
COLLEGE OF DUPAGE									
GENERAL FUND	POLICE	TRAINING/TRAVEL	ID #1721598/ CEHER EMI	99.00	01-20-60-4530	19,500.00	6,928.93		
			Vendor Total:	99.00					
COMCAST CABLE									
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	65 CEDAR AVE	1.58	01-46-60-4420	18,000.00	19,223.41		OVER
WATER & SEWER	WATER	TELEPHONE	65 CEDAR AVE	0.26	60-42-60-4420	3,000.00	2,981.05		
WATER & SEWER	SEWER	TELEPHONE	65 CEDAR AVE	0.26	60-43-60-4420	3,000.00	2,981.09		
			Vendor Total:	2.10					
CONSERV FS, INC.									
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	512.5 GAL UNL GAS	1,406.43	01-30-60-4820	82,500.00	64,603.34		
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	512.5 GAL UNL GAS	234.40	60-42-60-4820	13,750.00	10,865.03		
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	512.5 GAL UNL GAS	234.41	60-43-60-4820	13,750.00	10,865.06		
GENERAL FUND	FLEET	AUTOMOTIVE FUEL/OIL	671.7 GAL UNL GAS	1,669.51	01-30-60-4820	82,500.00	64,603.34		
WATER & SEWER	WATER	AUTOMOTIVE FUEL/OIL	671.7 GAL UNL GAS	278.25	60-42-60-4820	13,750.00	10,865.03		
WATER & SEWER	SEWER	AUTOMOTIVE FUEL/OIL	671.7 GAL UNL GAS	278.25	60-43-60-4820	13,750.00	10,865.06		
			Vendor Total:	4,101.25					
CORE & MAIN LP									
WATER & SEWER	WATER	SUPPLIES - WATER	2023 METERS	445.28	60-42-40-4950	35,000.00	20,141.79		
WATER & SEWER	SEWER	SUPPLIES - SEWER	2023 METERS	445.29	60-43-40-4950	30,000.00	14,997.93		
			Vendor Total:	890.57					
DEKIND COMPUTER CONSULTANTS									
GENERAL CAPITAL FUND		REPAIRS & IMPROVEMENTS	LAPTOP/ WORKSTATION/ M	2,944.89	90-00-00-8092	50,000.00	8,985.26		
GENERAL CAPITAL FUND		REPAIRS & IMPROVEMENTS	TONER FOR HP LASER JET	79.88	90-00-00-8092	50,000.00	8,985.26		
GENERAL CAPITAL FUND		REPAIRS & IMPROVEMENTS	HP FIREFLY/ WORKSTATIO	2,959.88	90-00-00-8092	50,000.00	8,985.26		
			Vendor Total:	5,984.65					
DONNA ROSENBERG									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	REIMBURSE DONNA ROSENBI	58.26	01-20-60-4170	28,000.00	32,501.27		OVER
			Vendor Total:	58.26					
ENDEAVOR HEALTH									
GENERAL FUND	POLICE	NEW EQUIPMENT	OMEGA NIPAS TEAM ANNUA	625.00	01-20-60-5201	21,800.00	14,383.10		
			Vendor Total:	625.00					
EVIDENT, INC.									
GENERAL FUND	POLICE	SUPPLIES	CAP-SHURE SWABS 6"	675.83	01-20-60-4940	6,000.00	2,830.00		
			Vendor Total:	675.83					
GALL'S, LLC									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ERII	163.48	01-20-60-4170	28,000.00	32,501.27		OVER
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- ERII	224.60	01-20-60-4170	28,000.00	32,501.27		OVER
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- JOHI	225.60	01-20-60-4170	28,000.00	32,501.27		OVER
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE	84.52	01-20-60-4170	28,000.00	32,501.27		OVER
			Vendor Total:	698.20					
GEWALT HAMILTON ASSOCIATES, INC.									
GENERAL CAPITAL FUND		DESIGN ENG. SIDEWALK:	(GRAND AVE SW PH I/ PRO.	7,953.00	90-00-00-8125	135,000.00	35,152.50		
			Vendor Total:	7,953.00					
GILLESPIE FORD									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	OIL	65.16	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	OIL	10.86	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	OIL	10.86	60-43-60-4930	8,750.00	7,368.62		
			Vendor Total:	86.88					
GRAINGER									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	REPLACEMENT- PRESSURE 1	294.33	01-46-40-4910	16,000.00	9,116.29		
WATER & SEWER	WATER	SUPPLIES - WATER	WELL 8 AND 9	289.15	60-42-40-4950	35,000.00	20,141.79		
			Vendor Total:	583.48					
HAWKINS, INC.									
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE CYLINDER	40.00	60-42-40-4950	35,000.00	20,141.79		
			Vendor Total:	40.00					
HOME DEPOT CREDIT SERVICES									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	CREDIT FOR RETURN ON I	(2.10)	01-46-40-4910	16,000.00	9,116.29		
			Vendor Total:	(2.10)					

VILLAGE OF LAKE VILLA Treasurer's Report
 EXP CHECK RUN DATES 03/19/2024 - 04/01/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
IMPERIAL SUPPLIES LLC									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	14.81	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	2.47	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	2.47	60-43-60-4930	8,750.00	7,368.62		
		Vendor Total:		19.75					
LINDCO									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	VEHICLE SUPPLIES	502.98	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	83.83	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	VEHICLE SUPPLIES	83.83	60-43-60-4930	8,750.00	7,368.62		
		Vendor Total:		670.64					
MENARDS - ANTIOCH									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	PARK SUPPLIES	21.11	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	BUILDINGS & GROUNDS	SHOP SUPPLIES	MISC SUPPLIES	26.70	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	STREETS	STREET SUPPLIES	MISC SUPPLIES	4.68	01-41-40-4940	15,000.00	9,039.90		
GENERAL FUND	BUILDINGS & GROUNDS	SHOP SUPPLIES	MISC SUPPLIES	9.57	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	BUILDINGS & GROUNDS	BUILDING SUPPLIES	MISC SUPPLIES	8.27	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	BUILDINGS & GROUNDS	SHOP SUPPLIES	SHOP SUPPLIES	4.58	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	PARK SUPPLIES	170.18	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	PARK SUPPLIES	12.19	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	RETURN ON INVOICE # 431	(10.98)	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	BUILDINGS & GROUNDS	SHOP SUPPLIES	SHOP SUPPLIES	7.97	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	POLICE	MISCELLANEOUS	MISCELLANEOUS	59.55	01-20-60-5190	8,000.00	6,181.71		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	LOFFREDO BATH	43.95	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	STREETS	SUPPLIES	STREET SUPPLIES	43.28	01-41-40-4940	15,000.00	9,039.90		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	MISCELLANEOUS	12.99	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	STREETS	SUPPLIES	MISCELLANEOUS	18.75	01-41-40-4940	15,000.00	9,039.90		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	MISCELLANEOUS	1.62	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	STREETS	SUPPLIES	MISCELLANEOUS	12.48	01-41-40-4940	15,000.00	9,039.90		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	LEHMANN PARK SUPPLIES	64.88	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	SHOP SUPPLIES	12.45	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	SHOP SUPPLIES	213.80	01-46-40-4910	16,000.00	9,116.29		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	PARK SUPPLIES	210.93	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	MISCELLANEOUS	13.96	01-46-40-4910	16,000.00	9,116.29		
WATER & SEWER	WATER	SUPPLIES - WATER	JETTER	4.99	60-42-40-4950	35,000.00	20,141.79		
		Vendor Total:		967.90					
MUNICIPAL ELECTRONICS DIVISION LLC									
GENERAL FUND	POLICE	MISCELLANEOUS	CALIBRATION FOR SQUAD (441.74	01-20-60-5190	8,000.00	6,181.71		
		Vendor Total:		441.74					
NICOR GAS									
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD END OF	269.08	60-43-40-4610	13,000.00	12,887.14		OVER
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR- WATEI	156.58	60-42-40-4610	13,500.00	7,444.64		
WATER & SEWER	SEWER	NATURAL GAS	1509 OAKLAND DR- LIFT :	57.82	60-43-40-4610	13,000.00	12,887.14		
METRA FUND		ELECTRICITY	WS RT21 S BURNETT	205.78	02-00-30-4660	2,500.00	1,928.03		
WATER & SEWER	WATER	NATURAL GAS	222 OAK KNOLL DR	200.15	60-42-40-4610	13,500.00	7,444.64		
WATER & SEWER	SEWER	NATURAL GAS	57 CEDAR AVE	177.53	60-43-40-4610	13,000.00	12,887.14		OVER
WATER & SEWER	WATER	NATURAL GAS	141 BELMONT AVE- WELL I	202.06	60-42-40-4610	13,500.00	7,444.64		
WATER & SEWER	WATER	NATURAL GAS	910 PARK AVE	44.13	60-42-40-4610	13,500.00	7,444.64		
WATER & SEWER	SEWER	NATURAL GAS	65 CEDAR AVE	171.47	60-43-40-4610	13,000.00	12,887.14		OVER
WATER & SEWER	SEWER	NATURAL GAS	129 CENTRAL AVE # 2	139.22	60-43-40-4610	13,000.00	12,887.14		OVER
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD -END OI	139.22	60-43-40-4610	13,000.00	12,887.14		OVER
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END OI	469.93	60-43-40-4610	13,000.00	12,887.14		OVER
METRA FUND		ELECTRICITY	129 RAILROAD AVE	116.03	02-00-30-4660	2,500.00	1,928.03		
WATER & SEWER	SEWER	NATURAL GAS	500 E GRAND AVE # 3	139.22	60-43-40-4610	13,000.00	12,887.14		OVER
		Vendor Total:		2,488.22					
PACE SYSTEMS, INC									
GENERAL FUND	POLICE	SOFTWARE LICENSES	PACE- SCHEDULER/ SOFTW	3,700.00	01-20-60-5213	19,195.00	8,651.88		
		Vendor Total:		3,700.00					
PADDOCK PUBLICATIONS, INC.									

VILLAGE OF LAKE VILLA Treasurer's Report
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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
GENERAL FUND	ADMINISTRATIVE	PUBLISHING	MOWING SERVICES BID	262.20	01-10-60-4430	1,500.00	2,057.60		OVER
			Vendor Total:	262.20					
PEERLESS NETWORK, INC.									
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	TELEPHONE	1,554.32	01-46-60-4420	18,000.00	19,223.41		OVER
WATER & SEWER	WATER	TELEPHONE	TELEPHONE	259.05	60-42-60-4420	3,000.00	2,981.05		OVER
WATER & SEWER	SEWER	TELEPHONE	TELEPHONE	259.05	60-43-60-4420	3,000.00	2,981.09		OVER
			Vendor Total:	2,072.42					
POMP'S TIRE SERVICE									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TIRES	96.31	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	TIRES	16.05	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TIRES	16.06	60-43-60-4930	8,750.00	7,368.62		
			Vendor Total:	128.42					
PROSAFETY									
WATER & SEWER	WATER	SUPPLIES - WATER	BLUE/ GREEN SPRAY PAIN'	153.00	60-42-40-4950	35,000.00	20,141.79		
WATER & SEWER	SEWER	SUPPLIES - SEWER	BLUE/ GREEN SPRAY PAIN'	153.00	60-43-40-4950	30,000.00	14,997.93		
			Vendor Total:	306.00					
RAY O'HERRON CO., INC									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE	449.94	01-20-60-4170	28,000.00	32,501.27		OVER
			Vendor Total:	449.94					
RAY SCHRAMER & CO									
GENERAL FUND	STREETS	STORM SEWERS	CRETEX PRO-RINGS	2,627.40	01-41-40-4241	64,000.00	60,904.33		
			Vendor Total:	2,627.40					
RUSSO POWER EQUIPMENT									
GENERAL FUND	STREETS	SUPPLIES	PORTABLE RESSURIZED WA'	110.99	01-41-40-4940	15,000.00	9,039.90		
			Vendor Total:	110.99					
SECRETARY OF STATE									
GENERAL FUND	POLICE	MISCELLANEOUS	LICENSE PLATE # AF1100'	151.00	M 01-20-60-5190	8,000.00	6,181.71		
			Vendor Total:	151.00					
SHERWIN-WILLIAMS CO									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	LOFFREDO BATHROOMS	229.95	01-46-40-4911	20,000.00	20,986.14		OVER
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	LEHMANN PARK BATH	55.15	01-46-40-4911	20,000.00	20,986.14		OVER
			Vendor Total:	285.10					
SIRCHIE ACQUISITION COMPANY, LLC.									
GENERAL FUND	POLICE	SUPPLIES	EVIDENCE 022024	192.48	01-20-60-4940	6,000.00	2,830.00		
GENERAL FUND	POLICE	SUPPLIES	2024-OFC89	118.85	01-20-60-4940	6,000.00	2,830.00		
			Vendor Total:	311.33					
SPECIAL T UNLIMITED									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORMA ALLOWANCE- MOI	282.00	01-20-60-4170	28,000.00	32,501.27		OVER
			Vendor Total:	282.00					
SPECTRUM PYROTECHNICS, INC.									
SPECIAL EVENTS FUND		FIREWORKS	FIREWORKS- DEPOSIT	9,000.00	81-00-60-8030	19,000.00	18,100.00		OVER
			Vendor Total:	9,000.00					
TECHSTAR AMERICA CORPORATION									
GENERAL FUND	ADMINISTRATIVE	EQUIPMENT MAINTENANCE	YRLY CONTRACAT FOR LAN.	2,102.25	01-10-20-4813	3,000.00	2,072.64		OVER
			Vendor Total:	2,102.25					
TESKA ASSOCIATES, INC.									
GENERAL CAPITAL FUND		PLANNING STUDIES/CONTIILAK15-63 LAKE VILLA- C		60.00	90-00-00-8157	75,000.00	8,044.56		
DOWNTOWN TIF FUND		LEGAL FEES	LAK15-63 LAKE VILLA- C	930.00	98-00-20-4330	10,000.00	8,693.10		
GENERAL CAPITAL FUND		PLANNING STUDIES/CONTIILAK15-63 LAKE VILLA- C		90.00	90-00-00-8157	75,000.00	8,044.56		
			Vendor Total:	1,080.00					
ULINE, INC.									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	I-BEAM/ A-FRAME LEG	174.88	01-30-60-4930	52,500.00	40,687.42		
WATER & SEWER	WATER	VEHICLE SUPPLIES	I-BEAM/ A-FRAME LEG	29.14	60-42-60-4930	8,750.00	6,864.86		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	I-BEAM/ A-FRAME LEG	29.14	60-43-60-4930	8,750.00	7,368.62		
			Vendor Total:	233.16					
WAREHOUSE DIRECT									
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- SHEET	4.89	60-43-60-4810	5,800.00	5,053.26		
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- SHEET	4.89	60-42-60-4810	5,800.00	5,053.21		

VILLAGE OF LAKE VILLA Treasurer's Report
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Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- SHEET	11.40	01-10-60-4810	7,350.00	6,165.26	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- SHEET	11.39	01-20-60-4810	12,000.00	5,490.89	
WATER & SEWER	SEWER	OFFICE SUPPLIES	OFFICE SUPPLIES- NAMEP:	7.18	60-43-60-4810	5,800.00	5,053.26	
WATER & SEWER	WATER	OFFICE SUPPLIES	OFFICE SUPPLIES- NAMEP:	7.18	60-42-60-4810	5,800.00	5,053.21	
GENERAL FUND	ADMINISTRATIVE	OFFICE SUPPLIES	OFFICE SUPPLIES- NAMEP:	16.76	01-10-60-4810	7,350.00	6,165.26	
GENERAL FUND	POLICE	OFFICE SUPPLIES	OFFICE SUPPLIES- NAMEP:	16.78	01-20-60-4810	12,000.00	5,490.89	
Vendor Total:				80.47				
Grand Total:				69,588.49				

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: 1800RAD 1-800 RADIATOR		
BANK CODE: 40208		
54413744	WEST LIFT STATION	2,900.00
TOTAL BANK CODE: 40208		2,900.00
TOTAL VENDOR 1800RAD 1-800 RADIATOR		2,900.00
VENDOR CODE: AEP ENERGY AEP ENERGY		
BANK CODE: 40208		
03252024-3973	0 PAINTED LAKES BI, MCKINZIE T C	10,564.90
TOTAL BANK CODE: 40208		10,564.90
TOTAL VENDOR AEP ENERGY AEP ENERGY		10,564.90
VENDOR CODE: AMELEG AMERICAN LEGAL PUBLISHING		
BANK CODE: 40208		
32698	2024 S-9 SUPPLEMENT PAGES: ORDS: 2023-0	1,543.95
TOTAL BANK CODE: 40208		1,543.95
TOTAL VENDOR AMELEG AMERICAN LEGAL PUBLISHING		1,543.95
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
375283	TRUCK # 5	189.88
400175	CREDIT FOR INVOICE # 1973-400002	(17.88)
417214	TRUCK # 15	103.48
411003	ATV	101.44
412435	AIR FILTER	33.97
416325	HONDA AIR FILTER/ SPARK PLUG	22.74
416950	TRUCK # 15	288.84
417146	SAFETY FILTER	33.94
411958	BANK LIFT	140.87
TOTAL BANK CODE: 40208		897.28
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		897.28
VENDOR CODE: BAXWOO BAXTER & WOODMAN		
BANK CODE: 40208		
0256777	GIS CONSULTING SERVICES	2,065.00
TOTAL BANK CODE: 40208		2,065.00
TOTAL VENDOR BAXWOO BAXTER & WOODMAN		2,065.00
VENDOR CODE: BLEENG BLECK ENGINEERING CO., INC.		
BANK CODE: 40208		
29526	NPDES PHASE 2- SWPPP/NOI	1,377.50
TOTAL BANK CODE: 40208		1,377.50

User: CDENZEL

EXP CHECK RUN DATES 03/19/2024 - 04/01/2024

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BOTH JOURNALIZED AND UNJOURNALIZED

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: BLEENG BLECK ENGINEERING CO., INC.		
	TOTAL VENDOR BLEENG BLECK ENGINEERING CO., INC.	1,377.50
VENDOR CODE: BROALA BROOKS-ALLAN		
BANK CODE: 40208		
5375	UNIFORM ALLOWANCE- ROBIN	239.50
TOTAL BANK CODE: 40208		239.50
TOTAL VENDOR BROALA BROOKS-ALLAN		239.50
VENDOR CODE: BUREQU BURRIS EQUIPMENT CO.		
BANK CODE: 40208		
PS2014408-1	GASKET/COIL	195.50
TOTAL BANK CODE: 40208		195.50
TOTAL VENDOR BUREQU BURRIS EQUIPMENT CO.		195.50
VENDOR CODE: CES CES		
BANK CODE: 40208		
LKV/103464	MONAVILLE LIFT STATION 03-04-2024	237.81
TOTAL BANK CODE: 40208		237.81
TOTAL VENDOR CES CES		237.81
VENDOR CODE: COLDUP COLLEGE OF DUPAGE		
BANK CODE: 40208		
1721598	ID #1721598/ CEHER EMERGENCY RESPONSE C	99.00
TOTAL BANK CODE: 40208		99.00
TOTAL VENDOR COLDUP COLLEGE OF DUPAGE		99.00
VENDOR CODE: COMCAB COMCAST CABLE		
BANK CODE: 40208		
04082024	65 CEDAR AVE	2.10
TOTAL BANK CODE: 40208		2.10
TOTAL VENDOR COMCAB COMCAST CABLE		2.10
VENDOR CODE: CONF S CONSERV FS, INC.		
BANK CODE: 40208		
102028762	512.5 GAL UNL GAS	1,875.24
102028702	671.7 GAL UNL GAS	2,226.01
TOTAL BANK CODE: 40208		4,101.25
TOTAL VENDOR CONF S CONSERV FS, INC.		4,101.25
VENDOR CODE: CORMAI CORE & MAIN LP		
BANK CODE: 40208		
U034777	2023 METERS	890.57

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: CORMAI CORE & MAIN LP		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		890.57
TOTAL VENDOR CORMAI CORE & MAIN LP		890.57
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
1LV031524	LAPTOP/ WORKSTATION/ MONITOR/ CABLE/ HDM	2,944.89
38486	TONER FOR HP LASER JET 4200	79.88
38509	HP FIREFLY/ WORKSTATION/ MONITOR/ HDMI C	2,959.88
TOTAL BANK CODE: 40208		5,984.65
TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS		5,984.65
VENDOR CODE: ENDHEA ENDEAVOR HEALTH		
BANK CODE: 40208		
920002390	OMEGA NIPAS TEAM ANNUAL PHYS EXAM	625.00
TOTAL BANK CODE: 40208		625.00
TOTAL VENDOR ENDHEA ENDEAVOR HEALTH		625.00
VENDOR CODE: EVIINC EVIDENT, INC.		
BANK CODE: 40208		
239134B6	CAP-SHURE SWABS 6"	675.83
TOTAL BANK CODE: 40208		675.83
TOTAL VENDOR EVIINC EVIDENT, INC.		675.83
VENDOR CODE: GALL'S GALL'S, LLC		
BANK CODE: 40208		
02724634	UNIFORM ALLOWANCE- ERIK LINDBERG	163.48
027247107	UNIFORM ALLOWANCE- ERIK LINDBERG	224.60
027247127	UNIFORM ALLOWANCE- JOHN WILLER	225.60
027177300	UNIFORM ALLOWANCE	84.52
TOTAL BANK CODE: 40208		698.20
TOTAL VENDOR GALL'S GALL'S, LLC		698.20
VENDOR CODE: GEWHAM GEWALT HAMILTON ASSOCIATES, INC.		
BANK CODE: 40208		
5875.100-8	GRAND AVE SW PH I/ PROJECT 5875.100	7,953.00
TOTAL BANK CODE: 40208		7,953.00
TOTAL VENDOR GEWHAM GEWALT HAMILTON ASSOCIATES, INC		7,953.00
VENDOR CODE: GILFOR GILLESPIE FORD		
BANK CODE: 40208		
45211	OIL	86.88

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: GILFOR GILLESPIE FORD		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		86.88
TOTAL VENDOR GILFOR GILLESPIE FORD		86.88
VENDOR CODE: GRAINGER GRAINGER		
BANK CODE: 40208		
9046119120	REPLACEMENT- PRESSURE WASHER HOSE	294.33
9048403787	WELL 8 AND 9	289.15
TOTAL BANK CODE: 40208		583.48
TOTAL VENDOR GRAINGER GRAINGER		583.48
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		
6709545	CHLORINE CYLINDER	40.00
TOTAL BANK CODE: 40208		40.00
TOTAL VENDOR HAWINC HAWKINS, INC.		40.00
VENDOR CODE: HOMDEP HOME DEPOT CREDIT SERVICES		
BANK CODE: 40208		
9111871	CREDIT FOR RETURN ON INVOICE 9172933	(2.10)
TOTAL BANK CODE: 40208		(2.10)
TOTAL VENDOR HOMDEP HOME DEPOT CREDIT SERVICES		(2.10)
VENDOR CODE: IMPSUP IMPERIAL SUPPLIES LLC		
BANK CODE: 40208		
I0018R4982	VEHICLE SUPPLIES	19.75
TOTAL BANK CODE: 40208		19.75
TOTAL VENDOR IMPSUP IMPERIAL SUPPLIES LLC		19.75
VENDOR CODE: LINDCO LINDCO		
BANK CODE: 40208		
240414P	VEHICLE SUPPLIES	670.64
TOTAL BANK CODE: 40208		670.64
TOTAL VENDOR LINDCO LINDCO		670.64
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
43558	PARK SUPPLIES	21.11
43498	MISC SUPPLIES	49.22
43609	SHOP SUPPLIES	4.58
43543	PARK SUPPLIES	170.18
43572	PARK SUPPLIES	12.19

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MENANT MENARDS - ANTIOCH		
BANK CODE: 40208		
43558	RETURN ON INVOICE # 43558	(10.98)
43385	SHOP SUPPLIES	7.97
43212	MISCELLANEOUS	59.55
42596	LOFFREDO BATH	43.95
43089	STREREET SUPPLIES	43.28
42812	MISCELLANEAOUS	45.84
43087	LEHMANN PARK SUPPLIES	64.88
43133	SHOP SUPPLIES	12.45
42920	SHOP SUPPLIES	213.80
42927	PARK SUPPLIES	210.93
42868	MISCELLANEOUS	13.96
42821	JETTER	4.99
TOTAL BANK CODE: 40208		967.90
TOTAL VENDOR MENANT MENARDS - ANTIOCH		967.90
VENDOR CODE: MUNELEC MUNICIPAL ELECTRONICS DIVISION LLC		
BANK CODE: 40208		
070345	CALIBRATION FOR SQUAD CARS	441.74
TOTAL BANK CODE: 40208		441.74
TOTAL VENDOR MUNELEC MUNICIPAL ELECTRONICS DIVISION		441.74
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
03142024-3262	ES OAK KNOLL RD END OF RD	269.08
03152024-2455	222 OAK KNOLL DR- WATER FACILITIES BLDG	156.58
03152024-3343	1509 OAKLAND DR- LIFT STATION	57.82
03152024-5513	WS RT21 S BURNETT	205.78
03152024-9325	222 OAK KNOLL DR	200.15
03152024-6885	57 CEDAR AVE	177.53
03152024-5469	141 BELMONT AVE- WELL HOUSE	202.06
03152024-1446	910 PARK AVE	44.13
03152024-8365	65 CEDAR AVE	171.47
03152024-8978	129 CENTRAL AVE # 2	139.22
03152024-3262	ES OAK KNOLL RD -END OF RD	139.22
03252024-7099	ES OAK KNOLL RD- END OF RD	469.93
03252024-6481	129 RAILROAD AVE	116.03
03252024-3390	500 E GRAND AVE # 3	139.22
TOTAL BANK CODE: 40208		2,488.22
TOTAL VENDOR NICOR NICOR GAS		2,488.22
VENDOR CODE: PACSYS PACE SYSTEMS, INC		
BANK CODE: 40208		
IN00057240	PACE- SCHEDULER/ SOFTWARE VERSION 2.4. 3	3,700.00
TOTAL BANK CODE: 40208		3,700.00
TOTAL VENDOR PACSYS PACE SYSTEMS, INC		3,700.00

User: CDENZEL

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INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: PADPUB PADDOCK PUBLICATIONS, INC.		
BANK CODE: 40208		
282569	MOWING SERVICES BID	262.20
TOTAL BANK CODE: 40208		262.20
TOTAL VENDOR PADPUB PADDOCK PUBLICATIONS, INC.		262.20
VENDOR CODE: PEERLESS PEERLESS NETWORK, INC.		
BANK CODE: 40208		
46898	TELEPHONE	2,072.42
TOTAL BANK CODE: 40208		2,072.42
TOTAL VENDOR PEERLESS PEERLESS NETWORK, INC.		2,072.42
VENDOR CODE: POMPS POMP'S TIRE SERVICE		
BANK CODE: 40208		
2100010727	TIRES	128.42
TOTAL BANK CODE: 40208		128.42
TOTAL VENDOR POMPS POMP'S TIRE SERVICE		128.42
VENDOR CODE: PROSAF PROSAFETY		
BANK CODE: 40208		
2/901780	BLUE/ GREEN SPRAY PAINT	306.00
TOTAL BANK CODE: 40208		306.00
TOTAL VENDOR PROSAF PROSAFETY		306.00
VENDOR CODE: RAYOHE RAY O'HERRON CO., INC		
BANK CODE: 40208		
2331237	UNIFORM ALLOWANCE	449.94
TOTAL BANK CODE: 40208		449.94
TOTAL VENDOR RAYOHE RAY O'HERRON CO., INC		449.94
VENDOR CODE: RAYSCH RAY SCHRAMER & CO		
BANK CODE: 40208		
166162	CRETEX PRO-RINGS	2,627.40
TOTAL BANK CODE: 40208		2,627.40
TOTAL VENDOR RAYSCH RAY SCHRAMER & CO		2,627.40
VENDOR CODE: RODO DONNA ROSENBERG		
BANK CODE: 40208		
03222024	REIMBURSE DONNA ROSENBERG	58.26
TOTAL BANK CODE: 40208		58.26

User: CDENZEL

EXP CHECK RUN DATES 03/19/2024 - 04/01/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: RODO DONNA ROSENBERG		
	TOTAL VENDOR RODO DONNA ROSENBERG	58.26
VENDOR CODE: RUSPOW RUSSO POWER EQUIPMENT		
BANK CODE: 40208		
SPI20557560	PORTABLE RESSURIZED WATER TANK	110.99
TOTAL BANK CODE: 40208		110.99
TOTAL VENDOR RUSPOW RUSSO POWER EQUIPMENT		110.99
VENDOR CODE: SECSTA SECRETARY OF STATE		
BANK CODE: 40208		
03202024	LICENSE PLATE # AF11007/ VIN # KNAGE2240	151.00
TOTAL BANK CODE: 40208		151.00
TOTAL VENDOR SECSTA SECRETARY OF STATE		151.00
VENDOR CODE: SHEWIL SHERWIN-WILLIAMS CO		
BANK CODE: 40208		
6140-1	LOFFREDO BATHROOMS	229.95
6900-8	LEHMANN PARK BATH	55.15
TOTAL BANK CODE: 40208		285.10
TOTAL VENDOR SHEWIL SHERWIN-WILLIAMS CO		285.10
VENDOR CODE: SIRCHIE SIRCHIE ACQUISITION COMPANY, LLC.		
BANK CODE: 40208		
0636074-IN	EVIDENCE 022024	192.48
0635388-IN	2024-OF89	118.85
TOTAL BANK CODE: 40208		311.33
TOTAL VENDOR SIRCHIE SIRCHIE ACQUISITION COMPANY, I		311.33
VENDOR CODE: SPEPYR SPECTRUM PYROTECHNICS, INC.		
BANK CODE: 40208		
03/21/2024	FIREWORKS- DEPOSIT	9,000.00
TOTAL BANK CODE: 40208		9,000.00
TOTAL VENDOR SPEPYR SPECTRUM PYROTECHNICS, INC.		9,000.00
VENDOR CODE: SPETUNL SPECIAL T UNLIMITED		
BANK CODE: 40208		
03202024	UNIFORMA ALLOWANCE- MORALES	282.00
TOTAL BANK CODE: 40208		282.00
TOTAL VENDOR SPETUNL SPECIAL T UNLIMITED		282.00
VENDOR CODE: TECAME TECHSTAR AMERICA CORPORATION		
BANK CODE: 40208		

User: CDENZEL

EXP CHECK RUN DATES 03/19/2024 - 04/01/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: TECAME TECHSTAR AMERICA CORPORATION		
BANK CODE: 40208		
47530	YRLY CONTRACAT FOR LANIER/ IMC3000	2,102.25
TOTAL BANK CODE: 40208		2,102.25
TOTAL VENDOR TECAME TECHSTAR AMERICA CORPORATION		2,102.25
VENDOR CODE: TESASS TESKA ASSOCIATES, INC.		
BANK CODE: 40208		
14069	LAK15-63 LAKE VILLA- CONTINUING SERVICES	1,080.00
TOTAL BANK CODE: 40208		1,080.00
TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.		1,080.00
VENDOR CODE: ULINE ULINE, INC.		
BANK CODE: 40208		
175456881	I-BEAM/ A-FRAME LEG	233.16
TOTAL BANK CODE: 40208		233.16
TOTAL VENDOR ULINE ULINE, INC.		233.16
VENDOR CODE: WARDIR WAREHOUSE DIRECT		
BANK CODE: 40208		
5691662-0	OFFICE SUPPLIES- SHEET PROTECTOR/ MARKER	32.57
5681827-0	OFFICE SUPPLIES- NAMEPLATE	47.90
TOTAL BANK CODE: 40208		80.47
TOTAL VENDOR WARDIR WAREHOUSE DIRECT		80.47
GRAND TOTAL:		69,588.49

A RESOLUTION APPROVING AND AUTHORIZING AN
INCREASE IN CERTAIN BI-MONTHLY UTILITY BILLING RATES
FOR REFUSE AND RECYCLING SERVICES PURSUANT TO AND AS
PROVIDED FOR IN THE FRANCHISE AGREEMENT PREVIOUSLY ENTERED INTO
BETWEEN THE VILLAGE AND LAKESHORE RECYCLING SYSTEMS, INC.

WHEREAS, the Village of Lake Villa, Lake County, Illinois (the “Village”) previously entered into a certain “Municipal Solid Waste, Recycling and Yard Waste Agreement Between the Village of Lake Villa and Lakeshore Recycling Systems, Inc.” (the “Franchise Agreement”) with Lakeshore Recycling Systems, Inc. (the “Franchisee”) for the Franchisee to provide refuse and recycling services for the Village; and

WHEREAS, Section 3-15-2, “Exclusive Franchise Required; Compliance”, of Chapter 15, “Solid Waste Disposal”, of Title 3, “Business Regulations”, of the Village of Lake Villa Village Code provides in Paragraph G thereof, “Rates and Charges Are Subject to Change”, that fee(s) and/or charges for refuse and recycling services and other related charges may be amended from time to time by resolution of the Corporate Authorities of the Village; and

WHEREAS, Paragraph D, “Other Charges to be Billed by the Franchisee”, of the aforesaid Section 3-15-2 of the Village of Lake Villa Village Code also provides that the Franchisee is authorized to bill each residential unit within the Village for additional services; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary and advisable to increase certain bi-monthly billing rates currently being charged residential units located within the Village for such refuse and recycling services pursuant to and as authorized in both the Franchise Agreement and in the Lake Villa Village Code; and

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

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

SECTION 2: The Corporate Authorities of the Village hereby declare that pursuant to and as authorized in Paragraph G, “Rates and Charges Are Subject to Change”, of Section 3-15-2 of the Lake Villa Village Code, effective May 1, 2024, until hereafter modified by the Corporate Authorities of this Village, the rates for weekly curbside solid waste disposal and recycling services shall be established for each residential unit within the Village as follows:

\$28.70 per month per residential unit for a 96-gallon toter container; and
\$27.70 per month per residential unit for a 64-gallon toter container; and
\$2.95 per Yard Waste Sticker.

SECTION 3: The Corporate Authorities of the Village also hereby declare that pursuant to and as authorized in Paragraph C, “Other Village Charges”, of Section 3-15-2 of the Lake Villa Village Code, effective May 1, 2024, that each residential unit within the Village shall be charged the following rates for additional services:

\$0.11 per month per residential unit for SWALCO services;
\$0.75 per month per residential unit for road resurfacing services; and
\$0.20 per month per residential unit for administrative services.

SECTION 4: This Resolution shall take effect on May 1, 2024 from and after its passage and approval as provided by law.

Passed by the Corporate Authorities on April 1st, 2024 by roll call vote as follows:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by the Mayor on April 1st, 2024

James McDonald, Mayor
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk,
Village of Lake Villa

**INTERGOVERNMENTAL AGREEMENT AMONG THE VILLAGE OF
ANTIOCH, THE VILLAGE OF LAKE VILLA AND THE BOARD OF
EDUCATION OF ANTIOCH CCSD #34 REGARDING THE USE OF A
SCHOOL RESOURCE OFFICER**

RECITALS

This Intergovernmental Agreement (“IGA”) is made and entered into this 1st day of April, 2024, (the “Effective Date”) by and among the Village of Antioch, Illinois (“Antioch”), the Village of Lake Villa, Illinois (“Lake Villa”) and the Board of Education of Antioch CCSD #34 (the “District”) (hereinafter referred to collectively as the “Parties”).

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides that public agencies, including units of local government and school districts, may contract to perform any governmental service, activity or undertaking or to combine, transfer or exercise any powers, functions, privileges or authority not prohibited by law; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government and school districts may contract or otherwise associate among themselves; and

WHEREAS, the District and Antioch have or intend to enter into an intergovernmental agreement (the “District-Antioch IGA”), attached hereto and incorporated herein as Exhibit A, which sets forth the terms under which Antioch’s local law enforcement unit (the “Antioch Police Department”) will provide a school resource officer (“SRO”) to the District; and

WHEREAS, Oakland Elementary School (“Oakland”) is located in Lake Villa and is part of the District; and

WHEREAS, to ensure that Oakland can benefit from the SRO provided by the Antioch Police Department, the Parties have determined that it is in their best interest to enter into this IGA to set forth the respective roles of the Antioch Police Department and the Lake Villa Police Department (collectively, the “Law Enforcement Departments”) in relation to the District-Antioch IGA and the SRO; and

NOW, THEREFORE, the Parties, in consideration of the promises and mutual agreements herein contained and described, the sufficiency of which is hereby acknowledged, and subject to the conditions herein set forth, agree as follows:

- 1. RECITALS.** The above recitals are incorporated into and made a part of this IGA as if fully stated in this IGA.
- 2. PURPOSE.** The purpose of this IGA is to establish the jurisdictional authority for the Law Enforcement Departments sufficient to permit the SRO to provide services to Oakland in accordance with the terms of the District-Antioch IGA.

3. CONFLICT. In the event of any conflict between this IGA and any other provision in the District-Antioch IGA concerning Oakland or police matters taking place in Lake Villa, the provisions of this IGA shall prevail to the extent of any such conflict or inconsistency and the Lake Villa Police Department shall retain jurisdictional authority.

4. POWERS AND DUTIES. The Antioch Police Department will provide the SRO to the District pursuant to the terms of the District-Antioch IGA. The SRO will provide educational, support and police liaison services within the District, including at Oakland. Notwithstanding the foregoing, the Lake Villa Police Department will retain jurisdiction over police matters occurring in Lake Villa, including police matters at Oakland. In connection with the foregoing:

- A.** The Antioch Police Department will, as soon as practicable given a situation, inform the Lake Villa Police Department about or involve the Lake Villa Police Department in any police matter that Lake Villa Police Department has jurisdiction over.
- B.** Final discretion regarding whether to charge an individual with an ordinance, criminal, or traffic violation occurring in Lake Villa or at Oakland will continue to lie with the Lake Villa Police Department.
- C.** If a search at Oakland produces evidence that the student has violated or is violating either the law or local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and turned over to the Lake Villa Police Department. Evidence of violation of Oakland Elementary School rules or District policies may also be turned over to the Lake Villa Police Department if it is determined by Oakland Elementary School that this information will further enhance the investigation or is required by Oakland Elementary School's or the District's policy guidelines.
- D.** The District will provide the Lake Villa Police Department with any procedures that are developed by the SRO and the District concerning reciprocal reporting systems regarding criminal offenses committed by students of Oakland.
- E.** The District will provide the Lake Villa Police Department with any school safety plans and strategies to prevent and/or minimize dangerous situations on or near the Oakland campus or involving students at school related activities taking place in Lake Villa.
- F.** The Lake Villa Police Department agrees to provide to the District juvenile law enforcement information and/or records concerning a minor enrolled in Oakland who has been arrested or taken into custody for certain offenses to the extent authorized by law and in accordance with applicable laws, including, but not limited to, the Juvenile Court Act of 1987 (705 ILCS 405/1-1, *et seq.*).

- G. The District agrees to release Oakland student records and information to the Lake Villa Police Department to the extent authorized by law and in accordance with the provisions of Section III of the District-Antioch IGA.
 - H. The District agrees to report incidents occurring at Oakland to the Lake Villa Police Department and the Antioch Police Department in accordance with, as required by and to the extent authorized by law and in accordance with Section IV of the District-Antioch IGA.
 - I. The District will provide access to its live feeds to Oakland to the Lake Villa Police Department in the event of a health or safety emergency.
 - J. Any time the Lake Villa Police Department detains and questions an Oakland student on school grounds during the regular hours in which school is in session and when students are present, when such student is under 18 years of age and is suspected of committing a criminal act, the Lake Villa Police Department will: (i) notify or attempt to notify the student's parent/guardian; (ii) document the time and manner of the notification or attempted notification; (iii) make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if not present, ensure that school personnel (including, but not limited to, a school social worker, school psychologist, school nurse, school counselor, or any other mental health professional) are present during the questioning; and (iv) if practicable, make reasonable efforts to ensure a law enforcement officer trained in promoting safe interactions and communications with youth is present during questioning. This section does not limit the authority of the Lake Villa Police Department to make an arrest on school grounds and does not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to prevent bodily harm or injury to any student or any other person, apprehend an armed or fleeing suspect, prevent the destruction of evidence and/or address an emergency or other dangerous situation.
 - K. If handcuffs are used on an Oakland Elementary School student, the SRO shall, without undue delay, report the incident to the Lake Villa Police Department. If such a need arises, the SRO will follow the expectations for the use of handcuffs (IX. Use of Handcuffs) set forth in the District-Antioch IGA.
 - L. The SRO may cooperate with the Lake Villa Police Department to independently investigate student conduct which involves violations of law.
5. **RELATIONSHIP.** All officers acting under this Agreement will remain and be considered to be employees of their respective Law Enforcement Departments. Nothing contained in this IGA, nor any act of Antioch, Lake Villa or the District, respectively,

shall be deemed or construed by the Parties or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Antioch, Lake Villa or the District respectively.

6. **POLICIES.** Each Law Enforcement Department shall follow their own policies and protocols with regard to this IGA.
7. **ILLINOIS FREEDOM OF INFORMATION ACT (“FOIA”).** The Parties agree to comply with all state and federal laws and regulations governing the release of records relating to this IGA including, but not limited to, the Freedom of Information Act (5 ILCS 140/1, *et seq.*). The Parties will cooperate with each other with any request for public records made pursuant to FOIA by providing full access to and copying of all relevant records within a time period which allows the other party to timely comply with the time limits imposed by FOIA. The obligations imposed by this section shall survive the termination of the other obligations imposed by this IGA.
8. **NON-LIABILITY.** The Parties shall utilize their best efforts to provide the information to be reported under this IGA, but in no event shall any party be liable for the failure to provide such information, whether through inadvertence or otherwise.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, each party to this IGA agrees to indemnify, defend and hold harmless the other Parties and their respective appointed and elected officials, officers, employees, representatives and agents, from and against any and all injuries, damages, liabilities, losses, costs, expenses, claims, demands, judgments, causes of action or attorneys’ fees and litigation expenses, arising out of the disclosure and/or provision of law enforcement records or criminal activity information by the party disclosing and/or providing such law enforcement records or criminal activity information not in accordance with applicable law, or arising from willful misconduct, or that of their employees and agents. Nothing contained herein shall be construed as prohibiting any of the Parties from defending, through the selection and use of their own agents, attorneys, and experts and claims, actions or suits brought against them. Nothing contained in this section or in any other provision of this IGA is intended to constitute nor shall it constitute a waiver of the defenses available to the Parties under by statute, common law or otherwise, including those provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
10. **TERM AND TERMINATION.** This IGA shall become effective on the Effective Date and will remain in force and effect for two and shall be in full force and effect for two (2) calendar years, until the District-Antioch IGA is terminated or until this IGA is terminated as set forth below. This IGA may be terminated at any time upon thirty (30) days advance written notice by any party. This IGA shall automatically renew on its terms unless the District-Antioch IGA has been terminated or the IGA has been terminated as set forth herein.

11. NOTICE. Unless otherwise stated herein, any and all notices required to be delivered hereunder shall be in writing and shall be deemed delivered when personally delivered or mailed by registered or certified mail, return receipt requested, pre-paid postage; or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day to the Parties as set forth below:

12. MISCELLANEOUS.

If to the District:	Superintendent, Antioch CCSD #34 964 Spafford Street Antioch, IL 60002 Email:
If to Antioch:	Village Administrator, Village of Antioch 847 Main Street Antioch, IL 60002 Email:
If to Lake Villa:	Village Administrator, Village of Lake Villa 65 Cedar Ave P.O. Box 519 Lake Villa, IL 60046 Email:

- A. Entire Agreement.** This IGA embodies the entire understanding, written or oral, in effect between the Parties relating to the subject matter hereof and supersedes any statement, representation, warranty, forecast or other information or agreement, written or oral, made, given or agreed to or that may currently exist between all of the Parties.
- B. Modifications.** Any alterations, variations, modifications, or waivers of any provision of this IGA shall be valid only when they have been reduced to writing and signed by authorized representatives of all of the Parties.
- C. Severability.** If any provision of this IGA, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this IGA shall remain in full force and effect.
- D. Counterparts.** This IGA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- E. No Personal Liability.** No covenant or agreement contained in this IGA shall be deemed to be the agreement of any official, officer, member, manager, director, agent, employee, consultant or attorney of Antioch, Lake Villa or the District in his or her individual capacity and no official, officer, member, manager, director, agent, employee, consultant, or attorney of Antioch, Lake Villa or the District shall be personally liable under this IGA or be subject to

any personal liability or accountability by reason for or in connection with or arising out of the execution, delivery, and performance of this IGA, or any failure in connection therewith.

F. No Beneficiaries. This IGA is entered into solely for the benefit of the Parties, and nothing in this IGA is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity, who is not a party to this IGA, or to acknowledge, establish or impose any legal duty to any third party.

G. Governing Law. This IGA shall be construed and interpreted according to the laws of the State of Illinois. All disputes arising out of this IGA shall be resolved and adjudicated exclusively in the United States District Court for the Northern District of Illinois or in Lake County, Illinois, and the Parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of said courts.

IN WITNESS WHEREOF, each party represents and warrants that it has authority to enter into this IGA and has caused this IGA to be executed in their respective names and that the persons executing this IGA on its behalf have been properly authorized to do so and have caused this IGA to be executed as of the date written below.

VILLAGE OF ANTIOCH

Mayor or Chief of Police

VILLAGE OF LAKE VILLA

Mayor or Chief of Police

ANTIOCH CCSD #34

Board of Education President

DATE: February 1, 2024
TO: Mayor James McDonald and Board of Trustees
FROM: Michael Strong, Village Administrator
RE: 0 Deep Lake Road – Starling Senior Apartments Development

<u>Property Owner</u>	<u>Property Location</u>	<u>Zoning District</u>
Home State Bank N.A. 40 Grant Street Crystal Lake, IL 60014	0 Deep Lake Road – Vacant Lot south of Tower Crossing (the “Subject Property”)	Suburban Business SB

Applicant: Lincoln Avenue Capital, LLC
c/o Hume An, Vice President and Regional Project Partner
3048 Mary Kay Lane
Glenview, IL 60026

Representatives: Hume An, Vice President and Regional Project Partner (Developer)

Requested Action(s)

1. Final Approval for Rezoning to UR4 and Conditional Use Permit for Elderly Housing
2. Final Plat Approval for Phase 3 of the Lake Tower Crossing Planned Development

Project Background and Summary

The Subject Property, located in the Tower Crossing Development at the southwest corner of the Deep Lake Road and Grass Lake Road, is comprised of a 5-acre undeveloped site with no current access to Tower Drive (north) or Deep Lake Road (east). The property is currently zoned Suburban Business (SB).

The Applicant is proposing a three-story, 40-unit senior apartment building on the Subject Property. The Preliminary PUD for the Property was approved on March 20, 2023 as 2023-03-03.

On November 28, 2023 the Applicant filed plans for Final PUD Final Plan/Plat approval as the developer of the subject property. Revisions, pursuant to comments provided by Village Consultants, were received by the Village on January 16, 2024. The final submittal provided the items required and outlined in the Preliminary PUD for the Final PUD, along with substantially addressing revision comments by Village



Map source: Lake County GIS

Consultants. Generally, there were no major changes proposed from the approved Preliminary PUD to the submitted Final PUD.

The PCZBA's review of the Final Plan/PUD took place on February 8, 2024 to verify conformance with the Preliminary PUD. After reviewing the final documents and asking various questions of the Developer relative to the project, the Plan Commission recommended to the Village Board, via motion, to approve the Applicant's request for Final Approval for Rezoning of the property and the Final Plat for the Project.

Staff Analysis – Final Plat and PUD for 0 Deep Lake Road – *Please reference to the attached documents as reference.*

The request for rezoning and amendment to existing conditional use permit was preliminary approved by the Village Board on March 20, 2023 via Ordinance 2023-03-03. As stated in the Village's Zoning Code, within one year of approval of the Preliminary Plan/Plat, the applicant shall file for approval of a PUD Final Plan/Plat covering all or part of the approved PUD Preliminary Plan/Plat. The Final Plan shall be in substantial compliance with the Preliminary PUD (i.e. the number of units has not increased, the height of the buildings has not been increased, building materials are the same or of equal quality and the general quantities and quality of the landscaping material is the same, and any changes to the final engineering do not alter the general design characteristics of the Preliminary Plan/PUD). The review of the Final Plat/PUD for the PCZBA shall stay within the parameters of the above intentions of the Village's Zoning Code.

The Preliminary Plat/PUD approval for 0 Deep Lake Road indicated the following conditions for Final PUD approval.

1. Recording of permanent access easement to provide Development access for ingress and egress to and from Tower Road. ✓
2. Inclusion of all necessary stormwater management facilities and all sanitary sewer and water system improvements required for the Development. ✓
3. Necessary permits from the Village, CLCJAWA, Lake County Public Works, for water and sewer service to the Development shall be secured. ***Permits have been submitted to LCDOT, IEPA for review. Approvals will be conditioned up review and permit approvals from necessary agencies.***

Below represent current open comments relative to the Developer's submitted Final Plan/Plat, as of the date of this memorandum:

Planning and Plat Comments:

- No open and/or major comments that need to be addressed.

Engineering Comments:

- The Village Engineer noted that final adjustments were needed on the civil engineering set relative to water main connection information. Comments have been received by the Engineer as of the date of this memorandum, and new civil engineering plans shall be received and approved prior to the issuance of any permits.

Fire District Comments:

- No open and/or major comments that need to be addressed.

Landscaping/Signage Comments:

- The Village Planner noted that there are additional tree replacements needed for trees that will be removed along the access drive west of the water tower. The Developer's final landscape plan should include those required replacements, which shall be located east of the new sidewalk to provide screening to the Water Tower.
- The Developer has not submitted any plans for their proposed monument sign, elevations and details relative to signage shall be submitted to the Village Planner for review and approval prior to permits being issued for any signage.

Stormwater Comments:

- No open and/or major comments that need to be addressed.

Recommended Action

As the Final PUD and Plat Application, and associated documents are substantially conforming to the Preliminary PUD, the Plan Commission recommended approval of the Final PUD for 0 Deep Lake Road with the following conditions:

1. The Developer provide and/or apply for all necessary permits/approvals from the Village, CLCJAWA, Lake County Public Works, for utilities, sidewalks/pedestrian paths located in Lake County right-of-way.
2. Address any additional outstanding issues as noted in final review comment letters issued by the Village Planner, Village Engineer, and Village Stormwater Engineer. The remaining comments must be addressed prior to the issuance of Site Development or Building permits for the project.

The Village Board may consider the following options relative to the Applicant's request, and Plan Commission recommendation:

- a. Approve the final plan or plat, with or without modifications and conditions;
- b. Reject the final plan or plat and refer the final plan or plat back to the Plan Commission for further consideration; or
- c. Deny the final plan or plat

Attachments

1. Ordinance 2024-04-01 Granting Final Approval for the Startling Senior Apartments Development
2. Copy of Final Plan set for Development

01/22/24
01/24/24
02/09/24
02/23/24

VILLAGE OF LAKE VILLA

ORDINANCE NO. 2024-04-01

AN ORDINANCE GRANTING FINAL APPROVAL
OF A REQUEST FOR REZONING AND
FOR AMENDMENTS TO AN EXISTING CONDITIONAL USE PERMIT
FOR A PLANNED DEVELOPMENT PREVIOUSLY GRANTED BY
VILLAGE OF LAKE VILLA ORDINANCE NO. 2020-07-07
FOR THE LAKE TOWER CROSSING PHASE 3 PLANNED DEVELOPMENT
AND AN ADDITIONAL CONDITIONAL USE PERMIT FOR A PLANNED
DEVELOPMENT FOR THE STARLING SENIOR LOFT APARTMENTS

(RE: Petition of Lincoln Avenue Capital, LLC -
0 Deep Lake Road, Lake Villa, IL)

ADOPTED BY THE
CORPORATE AUTHORITIES
OF THE
VILLAGE OF LAKE VILLA, ILLINOIS
THIS 1ST DAY OF APRIL, 2024.

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,
Lake County, Illinois, this 1st day of April, 2024.

AN ORDINANCE GRANTING FINAL APPROVAL
OF A REQUEST FOR REZONING AND
FOR AMENDMENTS TO AN EXISTING CONDITIONAL USE PERMIT
FOR A PLANNED DEVELOPMENT PREVIOUSLY GRANTED BY
VILLAGE OF LAKE VILLA ORDINANCE NO. 2020-07-07
FOR THE LAKE TOWER CROSSING PHASE 3 PLANNED DEVELOPMENT
AND AN ADDITIONAL CONDITIONAL USE PERMIT FOR A PLANNED
DEVELOPMENT FOR THE STARLING SENIOR LOFT APARTMENTS

(RE: Petition of Lincoln Avenue Capital, LLC -
0 Deep Lake Road, Lake Villa, IL)

WHEREAS, the Village of Lake Villa (the “Village”) has received an application from the Petitioner, Lincoln Avenue Capital, LLC or its assigns (hereinafter referred to as the “Petitioner”), the contract purchaser of the property commonly known as 0 Deep Lake Road, Lake Villa, IL which is identified as P.I.N. 02-28-201-178 (the “Property”) requesting rezoning of the Property to the Village’s UR-4 Zoning District, and approval of amendments to an existing Conditional Use Permit for a Planned Development previously granted by Village of Lake Villa Ordinance No. 2020-07-07 for the Lake Tower Crossing Phase 3 Planned Development previously granted Preliminary Planned Development approval by Village of Lake Villa Ordinance No. 2023-04-01, and final approval of a Conditional Use Permit for the Starling Senior Loft Apartments, a Residential Planned Development for age-restricted senior housing, and to permit the Petitioner to construct a three (3) story building on the Property consisting of age-restricted senior housing rental apartment dwelling units not exceeding a total of forty (40) units, which development shall be restricted to persons 55 years of age and older, with a mix of one-bedroom and two-bedroom apartments, as well as other related and/or required improvements which include but are not limited to water mains, sanitary sewers, storm sewers, storm water management facilities, parking, lighting, landscaping, and on-site and off-site sidewalks (hereinafter sometimes collectively referred to as the “Development”); and

WHEREAS, the Property consists of approximately 5.208 acres of vacant land located generally on the west side of Deep Lake Road and south of both Grass Lake Road and Tower Drive in the Village of Lake Villa which is presently zoned and classified as part of the Village's SB (Suburban Business) Zoning District, within the corporate limits of the Village; and

WHEREAS, the Property is legally described as follows:

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

P.I.N. 02-28-201-178 (Approx. 5.208 acres)
; and

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

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

WHEREAS, the Corporate Authorities of the Village have, by Ordinance No. 2023-04-01, granted preliminary approval of the proposed Development and the requested rezoning of the Property to the Village's UR-4 Zoning District; and

WHEREAS, commencing on January 19, 2023 and concluding on February 21, 2023, the Village's Plan Commission, pursuant to proper notice, did conduct a public hearing on the Petitioner's Application; and

WHEREAS, on February 8, 2024, the Plan Commission of the Village met and reviewed the final plans for the Development, and at the conclusion of such public hearing, the Plan Commission recommended approval of the Petitioner's Application for an additional Conditional Use Permit, rezoning of the Property, and Final PUD Approval based upon certain findings of fact and subject to certain conditions as follows:

I. FINDINGS OF FACT:

1. The Property consists of approximately 5.208 acres, more or less, is located within the corporate limits of the Village of Lake Villa, is commonly known as 0 Deep Lake Road, Lake Villa, IL (Permanent Index Number 02-28-201-178), is generally located on the west side of Deep Lake Road and south of both Grass Lake Road and Tower Drive in the Village of Lake Villa, and is legally described as follows:

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

2. The Property is presently zoned and classified as part of the Village's SB (Suburban Business) Zoning District, subject to the Lake Tower Crossing Phase 3 Planned Development, and by this Ordinance, the Property is being rezoned and reclassified as part of the Village's UR-4 Zoning District, and an additional Conditional Use Permit for a Planned Development is being approved for the Property for the Starling Senior Loft Apartments, a Residential Planned Development for age-restricted senior housing, to permit the construction of a three (3) story building on the Property consisting of age-restricted senior housing rental apartment dwelling units not exceeding a total of forty (40) units, which will include a rental office on the premises, which Development shall be restricted to persons 55 years of age and older, with a mix of one-bedroom and two-bedroom apartments, as well as other related and/or required improvements, including but not limited to parking, lighting, landscaping, water mains, sanitary sewers, storm sewers, and storm water management facilities, as well as other amenities as more fully described herein (collectively referred to as the "Development" or the "New Conditional Use"), and which would be developed in lieu of the 91 apartments previously authorized by the aforesaid Ordinance No. 2020-07-07. Subject to compliance by the Developer with all terms and conditions for final Planned Development approval as established by this Ordinance and the other applicable ordinances of the Village, the Phasing requirement of Paragraph 4(P) of Ordinance No. 2020-07-07 shall not be applicable to this Development.
3. The amendments to the Conditional Use Permit which were previously approved for the Property by Ordinance No. 2020-07-07 (the "existing Conditional Use Permit") are hereby amended to the extent inconsistent with the New Conditional Use Permit as herein granted and which hereby authorizes the Development:

- (a) is consistent with the particular physical surroundings of the Property, the mixed uses on properties in the general vicinity thereof, and the present zoning of the Property, and that the granting of certain relief from the Village's Zoning Regulations will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Property;
- (b) is consistent with the general purpose and intent of the Lake Villa Zoning Regulations;
- (c) is consistent with the Village's Comprehensive Plan;
- (d) is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
- (e) will not significantly diminish the safety, use and enjoyment of surrounding property;
- (f) will be adequately served by essential public facilities and services such as streets, police and fire service, drainage, refuse disposal, and schools, or such services will be provided by the Petitioner at the Petitioner's sole expense;
- (g) will not create excessive additional requirements at public expense for public facilities and service and will therefore not be detrimental to the economic welfare of the community;
- (h) will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
- (i) will provide vehicular access to the Property designed so that such use does not create any interference with traffic on surrounding public thoroughfares;
- (j) will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;
- (k) will comply with all additional regulations contained in the Village Ordinance specific to and granting final approval of the requested New Conditional Use Permit for the Planned Development.
- (l) will be consistent with the existing zoning of and with the existing uses of nearby properties;
- (m) will not diminish property values by the approval of the proposed New Conditional Use;
- (n) will not diminish property values and will promote the general health, safety, and welfare;

- (o) will provide a gain to the public as a result of the establishment of the proposed New Conditional Use for age-restricted senior housing, and there will be no hardship imposed upon the Petitioner;
 - (p) will satisfy a community need for the uses which are the subject of the New Conditional Use Permit requested by the Petitioner;
 - (q) will be consistent with the intent and purpose of the Lake Villa Zoning Regulations;
 - (r) will be generally compatible with the character of the UR-4 Zoning District and the neighborhood in which it will be located;
 - (s) will preserve the value of the residential properties in the vicinity and will be compatible with surrounding land uses;
 - (t) The Property is suitable for the Development;
 - (u) The Village has undertaken its planning and land use regulations with great care;
 - (v) The Property contains no topographical, environmentally sensitive, or historical features which require preservation.
4. A New Conditional Use Permit for the Starling Senior Loft Apartments authorizing the establishment, operation, and maintenance in good condition of a planned development consisting of the construction of one (1) three (3) story residential apartment building on the Property for age-restricted senior housing not exceeding a total of forty (40) units, and a rental office on the premises, which Development shall be restricted to persons 55 years of age and older, with a mix of one-bedroom and two-bedroom apartments, as well as other related and/or required improvements, including but not limited to parking, lighting, landscaping, water mains, sanitary sewers, storm sewers, storm water management facilities, and other amenities as more fully described herein (collectively referred to as the "Development") pursuant to the Village's Zoning Regulations in the UR4 Zoning District to which classification the Property is hereby rezoned;
 5. The Development will be consistent with the stated purpose of the planned development regulations set forth in the Village's Zoning Regulations, and the Corporate Authorities of the Village have determined that the proposed final plan meets the Village's requirements and standards for planned developments.
 6. This planned development as approved in final form by the New Conditional Use Permit herein granted will produce a public benefit meeting the planning objectives and standards of the Village.
 7. The design of the Development makes adequate provision for public services, provides adequate control over vehicular traffic, provides for and protects areas for common open space and other amenities.

8. The Development will be compatible with and beneficial to the adjacent properties and to the neighborhood, and the Development is a desirable addition to the Village's available housing options, tax base and economic well being.
9. The Development will be located so that the proposed use is compatible with the existing and proposed future development in the vicinity in that the proposed Development will be located near a major arterial with compatible commercial development to the north and residential development to the east.
10. The Development will be in compliance with minimum requirements of the UR4 Zoning District, except where the Petitioner has been granted a specific variation and/or exception by this Ordinance.
11. In evaluating a Planned Development, the degree to which the Development will vary from zoning standards of the UR4 Zoning District in which it will be located was considered as well as the benefits of the Development such as those referenced in Section 9-1-2 of the Village of Lake Villa Zoning Regulations:
 - (a) The Development will provide a number of off-site connected sidewalks for use by both residents of the Development and other residents of the Village; or
 - (b) The amount of landscaping which will be included in the Development is substantially greater than the minimum required by the Village Code; or
 - (c) With the new building elevation, the Development provides substantially greater architectural amenities; or
 - (d) Other extraordinary site amenities, including a community garden and a dog exercise area, will be provided.
12. Also considered were: (a) the degree to which the Development exhibits extra care and attention to details in excess of Village requirements which enhance the character of the Development, (b) the degree to which any requested increase in density reflects an investment in better design, landscaping, and other improvements, and (c) the degree to which the Development will alleviate off-site problems, and/or provide other improvements.
13. The Development provides age-restricted senior housing that is needed in the community, as well as additional open space, in the form of a number of off-site connected sidewalks, community garden and a dog exercise area, a sidewalk along Deep Lake Road, and will also exceed Village requirements for parking and the requirements of the Illinois Accessibility Code.
14. The wet bottom detention basin shall be designed with native wetland vegetation to enhance the natural environment and the abutting wetland to the south/southwest.
15. The Lake Villa Plan Commission made its recommendation to the Mayor and Board of Trustees for the final approval of the Petitioner's Application for rezoning of the Property and a New Conditional Use Permit based upon the foregoing findings of fact and the express terms and conditions of this Ordinance

; and

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

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

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

SECTION 2: The Mayor and Board of Trustees of the Village of Lake Villa hereby accept and approve the Recommendation and Findings of Fact of the Lake Villa Plan Commission dated February 8, 2024, which are on file with the Village Administrator and hereby incorporated herein by reference.

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

SECTION 3: Approval of Petitioner's Application and the 2024 Approved Final Plans: Subject to the terms, conditions, and restrictions of this Ordinance, as well as the conditions and limitations in the Zoning Regulations and/or Subdivision Regulations of the Village, the Mayor and Board of Trustees hereby grant final Planned Development approval for this Development and the 2024 Approved Final Plans which are attached hereto as Group Exhibit A and thereby made a part hereof, provided, however, approval of such Exhibits shall not constitute approval of any of said plans for purposes of issuance by the Village of any construction permits. Notwithstanding anything shown on or implied by the aforesaid exhibits, no variation, exception or waiver shall be

or is hereby approved or implied by this Ordinance, unless such variation(s), exception(s), or waiver(s) are each specifically and expressly stated in writing in this Ordinance.

SECTION 4: Express Conditions of Final Approval; Rezoning Approved: The approvals for the Planned Development granted pursuant to this Ordinance shall be subject to the following conditions, restrictions, and limitations, and the Petitioner's failure to comply with any of the provisions of this Ordinance may, in the reasonable discretion of the Village Board, be good cause for the revocation of such final Planned Development approval as herein granted:

(A) The Development shall be constructed and maintained in good condition in substantial compliance with this Ordinance and the 2024 Approved Final Plans which are attached hereto as Group Exhibit A and thereby made a part hereof, all pursuant to and in substantial compliance with the following conditions precedent:

1. Prior to commencement of construction:

- (a) The Petitioner shall post a letter of credit as a performance guarantee for all on-site and off-site improvements included in and/or required for the Development (other than for the senior housing apartment building itself), and then construct or pay for the construction of all stormwater management facilities, sanitary sewer system and water system improvements, sidewalks, landscaping, lighting, and parking facilities required for the Development, as well as the dog exercise area and community garden, all in accordance with the 2024 Approved Final Plans which shall be approved by the Village Administrator and are attached hereto as 2024 Group Exhibit A and thereby made a part hereof.
- (b) The Petitioner shall pay all required developer school and park impact fees prior to the commencement of construction and transition impact fees as required by the Lake Villa Village Code prior to the Village's issuance of any building permit for the Development.
- (c) The Petitioner shall secure in writing all permits and approvals from the Village, from the IEPA, from CLCJAWA, from the Village of Fox Lake and Lake County Public Works, for sewer, water and storm sewer service for the Development.
- (d) The Petitioner shall provide evidence satisfactory to the Village Administrator and the Village's consultants that adequate water, sanitary sewer and stormwater storage capacity has been planned and reserved to serve this Development and the balance of the Lake Tower Crossing Planned Development.

- (e) The Petitioner shall secure in writing all permits and approvals from the Lake County Division of Transportation for all access, road improvements, or other transportation infrastructure required for the Development.
 - (f) The Petitioner shall file with the Village Treasurer an irrevocable letter of credit in a form approved by the Village Attorneys and in an amount approved by the Village Administrator as a performance guarantee for all required on-site and off-site improvements for the Development, other than for the senior housing apartment building itself, which letter of credit shall be substantially in the form of Exhibit B attached hereto and thereby made a part hereof.
2. The Village shall establish a back-up Special Service Area for the Development with a maximum SSA special tax rate not to exceed .10%. The Petitioner's maintenance obligations for the Development will be secured by such back-up Special Service Area and shall be subject to a 30-day notice and cure period for the following maintenance and other purposes:
- (a) Maintenance of all infrastructure within and/or serving the Development, including but not limited to streets, water and sanitary sewer services, stormwater detention facilities, sidewalks, landscaping, parking areas, and lighting, provided, however, such Special Service Area shall not include the maintenance of any water mains and sanitary sewer mains which will be constructed by or at the expense of the Petitioner but which will thereafter be dedicated to and maintained by the Village.
 - (b) Maintenance of common areas and amenities, including but not limited to the dog exercise area and community garden, which shall be the responsibility of the Petitioner and/or its successor(s) and/or assign(s).
 - (c) Snow removal and ice control within the Development, which shall be the responsibility of the Petitioner and/or its successor(s) and/or assign(s).
 - (d) Payment of any unpaid water and/or sewer bills for the Development, which shall be the responsibility of the Petitioner and/or its successor(s) and/or assign(s).

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

3. Prior to the issuance of any temporary or final Certificate of Occupancy for the Development, the Petitioner shall provide to the Village "as built" final plans showing the precise location of all improvements to the Property, including all buildings, water mains, valves and hydrants, sanitary sewers and storm sewers and appurtenant manholes, utilities, streets, sidewalks, trails, sewer and water mains, the dog exercise area, and the community garden.
4. The Final Plat for the Planned Development shall include the dedication of a blanket easement over, under, across, and through the entire Property for the purpose of maintenance and reconstruction by the Village of any water and sewer mains which

will be dedicated to the Village, at such times and in such circumstances as the Village deems expedient, but the Village shall have the right but not the obligations to perform any of such work. The Village shall also have such a blanket easement but not the obligation to perform such work as it deems necessary through a Special Service Area.

5. During both the construction and operation of the Development, the Petitioner shall, at its expense, comply with all of the consultation recommendations of the Illinois Department of Natural Resources relative to Blanding's Turtles, King Rail and Least Bittern.
6. The final planned development approval for the Development as herein granted is based upon the Petitioner constructing the Development in a timely manner in substantial compliance with the following submittals which are hereby approved, copies of which are attached hereto as Group Exhibit A and thereby made a part hereof:
 - (a) Starling Senior Loft Apartments Final Plans (Elevations and Floor Plans) dated November 27, 2023, and last revised January 16, 2024;
 - (b) Engineering Plans by Manhard Consulting last revised November 28, 2023, and last revised March 27, 2024;
 - (c) Landscape Plans by Manhard Consulting dated November 28, 2023, and last revised March 27, 2024;
 - (d) Final Plat of Lake Tower Crossing Planned Unit Development – Phase 3 dated March 27, 2024;
 - (e) Stormwater Management Report by Manhard Consulting dated November 23, 2023, and last revised January 16, 2024;
 - (f) U.S. Army Corps of Engineers Wetland Report and Approved Jurisdictional Determination Form (OMB Control Number 0710-0024, Expiration Date March 29, 2028)
 - (g) IDNR Consultation EcoCat Review No. 2305808 dated October 27, 2022; and
 - (h) Photometric Plan by Chicago Lightworks dated February 6, 2024.
7. The aforesaid Exhibits submitted to the Village by the Petitioner relative to the Development have been or shall hereafter be modified to comply with the recommendations of the Plan Commission and the Village's consultants:
 - (a) Site Plan Changes and Modifications: The revised site plans for the Development shall include, among other things, a reduced size of the building footprint, increased setbacks from the property lines, relocation of the garbage container to the East side of the senior housing apartment building, and designation of the western access road to the parking lot as for emergency vehicular access only.
 - (b) Stormwater Management: The revised stormwater management report and engineering plans shall include the installation of a CDS© Water Quality Structure (Hydrodynamic separator) that shall be installed in the outfall pipe adjacent to the parking lot to be constructed on the Property, the purpose of which structure is to remove garbage, debris, hydrocarbons and other sediment from the stormwater runoff that flows into the on-site detention basin. When completed, this outfall pipe shall discharge into a level spreader prior to reaching the existing detention area.

- (c) Landscape/Tree Preservation: The Petitioner shall preserve additional existing trees on the Property as set forth in the final landscape plans attached hereto as part of Group Exhibit A. Additionally, a significantly greater amount of buffer yard trees and shrubs shall be installed by the Petitioner and shall be planted on the west side of the Development to provide greater landscape buffering between the Development and the adjacent residential townhome development to the West. The Petitioner shall not use Round-Up for any plant material installation, but instead shall use a more environmentally-friendly alternative for site preparation and planting preparation purposes.
 - (d) Architectural Elevations: The architectural elevations for the Development and the senior housing building to be constructed on the Property have been modified to provide that the roofline of the building to be constructed on the Property shall have an asphalt shingle mansard roof, face brick along the lower level of the building, and cementitious fibre lap siding on the second and third floors of the building.
8. An accurate elevation of the profile of the north side of the senior housing building has been presented to and reviewed by both the Plan Commission and the Corporate Authorities of the Village as part of Final Planned Development approval.
 9. The sidewalk to be constructed by the Petitioner shall be located in the public right-of-way of Deep Lake Road along the Property but shall also be extended approximately 100 more feet further to the south.
 10. The Conditional Use herein granted for the Development and the rezoning of the Property to the UR4 Zoning District shall both automatically terminate unless the Petitioner commences construction of the Development within four (4) years after Final P.U.D. approval by this Ordinance, but this date may be extended by the Corporate Authorities by a separate ordinance at their sole discretion.
 11. An exception from Section 10-2-2 (Definition of “Elderly Housing”) of the Village of Lake Villa Zoning Regulations is hereby granted to the Petitioner to allow the senior housing provided by the subject Development to be age-restricted, but for persons of 55 years of age and older, notwithstanding the fact that the Zoning Regulations would otherwise require senior housing to be age-restricted to persons 62 years of age and older.
- (B) No Authorization for Development Activity: The final approvals granted by this Ordinance are not and shall not be interpreted in any manner as an authorization for the Petitioner and/or its assigns, employee(s), contractor(s), and/or agent(s) to commence any construction activity on the Property, but rather, the approval(s) granted in this Ordinance and the approvals for the Conditional Use Permit for a Planned Development for the Property as herein granted do not authorize and/or imply the authorization of the issuance of any Village

building and/or site development permit(s) for the Planned Development, including but not limited to any watershed development permit(s), any building permit(s), any earth-moving permit(s), or any sewer or water connection permits, which approvals shall not occur unless and until such permits have been respectively approved and authorized by the Village's Building Department, the Village's Stormwater consultant, and by the Village Engineer.

(C) Subdivision and Development of the Subject Property: This Ordinance shall not be effective until and unless, and no development activity shall occur and no portion of the Subject Property shall be developed until and unless the Petitioner has closed on its purchase of the Property and title thereto has been conveyed to the Petitioner or to its special purpose entity, and the Petitioner has presented evidence to the Village Administrator of ownership of the Property in the form of a recorded deed. The Petitioner shall be obligated to complete the Planned Development in a timely manner (subject to force majeure, including adverse weather conditions and inability to procure materials) and in any event, within four (4) years from the date of this Ordinance once the Petitioner receives the first building permit for the Development.

(D) Final Plat; Non-Exclusive Easements.

(1) The Final Plat for the Development shall include the dedication to the Village of a non-exclusive easement over, under, across, and through designated portions of the Property for the purpose of maintenance by the Village of the water and sewer mains to be dedicated to the Village at such times and in such circumstances as the Village deems expedient.

(2) The Final Plat for the Development shall also include a permanent non-exclusive blanket access easement over the Property for police protection, fire and EMS services, and building inspection services in favor of the Village and the Lake Villa Township Fire Protection District.

- (E) Fire Suppression System: Prior to issuance by the Village of any occupancy permit for the Development, the Petitioner shall cause to be installed in each dwelling unit and in each of the common spaces of the senior lofts apartment building, smoke and fire detection, and fire suppression systems pursuant to plans approved in advance in writing by both the Fire Protection District and the Village, and such systems shall each pass operational inspections by the Fire Protection District. The Petitioner shall also install such knock boxes as requested by the Fire Protection District.
- (F) Final Engineering; Sidewalks: The final engineering for the Development shall include final engineering for the design and construction of all off-site sidewalks, one of which shall be installed from the Development to Tower Road along the West side of the Village Water Tower site, along the North side of such Water Tower site along Tower Road, and South on the West side of Deep Lake Road to where the Property is no longer adjacent to Deep Lake Road and approximately one hundred feet (100') further to the south, which sidewalks shall be constructed of a hard surface material of either asphalt or concrete. Any such sidewalks in Tower Road and Deep Lake Road shall be dedicated to the Village after completion by the Petitioner and approval and acceptance of such sidewalks by the Village.
- (G) Protection of Endangered Species: During both the construction and operation of the Development, the Petitioner shall, at its expense, comply with all of the endangered species consultation recommendations of the Illinois Department of Natural Resources ("IDNR") relative to Blanding's Turtles, King Rail and Least Bittern, as follows:
- a. Blanding's Turtle:
 - (i) All on-site personnel shall be educated by the Petitioner about this species and be instructed to stop work immediately and contact the Department (Brad Semel, Natural Heritage Division, 815-675-2386, Ext. 216) if any such turtles are encountered in the project area.
 - (ii) Fliers with photos of adult and juvenile Blanding's turtles, and life-history information, shall be distributed by the Petitioner to personnel and to the Petitioner's contractors and subcontractors.

- (iii) Exclusionary fencing as approved by the Village Administrator shall be installed by the Petitioner, at the Petitioner's expense, around any area disturbed by the Development during construction and thereafter to partition off any wetland areas before the active season of such turtles (March 1st – November 1st).
 - (iv) Exclusionary fencing shall be trenched into the ground (a minimum of 4 inches), and inspected daily for Blanding's turtles by the Petitioner or by its agent(s).
 - (a) Fencing shall be installed by the Petitioner, at the Petitioner's expense, with turnarounds at open ends and at any access openings needed in the fencing, in order to redirect animals away from openings.
 - (v) Excavations shall be inspected daily by the Petitioner for trapped wildlife and safely covered overnight. Soil or other potential turtle nesting medium stockpiles shall also have exclusionary fencing installed around the perimeter to discourage turtle nesting and potential harm to the animals.
 - (vi) A permanent exclusionary barrier as approved by the Village Administrator between any wetlands and the Development site shall be incorporated into project plans and installed by the Petitioner, at the Petitioner's sole expense, to prevent turtles from entering areas where they may be adversely impacted by daily activity. Such barrier shall include turnarounds where needed and shall be trenched by the Petitioner into the soil a minimum of 4 inches.
- b. King Rail and Least Bittern: To avoid adverse impacts to King Rail and Least Bittern, the Petitioner shall be required to take the following steps:
- (i) A 50-foot buffer shall be maintained on all wetlands;
 - (ii) When feasible, work near wetlands shall be avoided between April 1st and September 30th to avoid the prime nesting and fledgling season for these protected bird species;
 - (iii) All lighting shall be fully shielded fixtures that emit no light upward;
 - (iv) Only "warm-white" or filtered LEDs (CCT < 3,000 K; S/P ratio < 1.2) shall be used to minimize blue emission.
 - (v) The only lighting used on the Property shall be limited to the exact space and those lumens needed to meet the Development's safety requirements.
- c. If additional protected resources are unexpectedly encountered during the Development's construction and operations, the Petitioner must comply with the applicable IDNR and federal statutes and regulations.
- d. No take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code and other applicable authority.
- (H) Fees and Costs: In compliance with applicable provisions of the Village of Lake Villa Village Code, including but not limited to Title 10, "Zoning Regulations", Title 11, "Subdivision Regulations", and Section 1-5-3, "Debts and Legal Obligations Due to the Village" thereof, Petitioner is and shall be required to timely pay all applicable fees and costs

and/or to reimburse the Village for any and all costs incurred by the Village relating to the proposed development of the Property and any approvals related thereto (including but not limited to review and preparation of documents for granting preliminary and final approvals thereof and enforcement of such approvals), including any costs associated with the review and approval of plans and other documents prepared or to be prepared by Petitioner relative to the proposed Development. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate, provided, however, that such lien shall be subordinate to any mortgage or regulatory agreement recorded against the Property. The Village shall provide a tax-exempt letter to the Petitioner but only relative to materials used to construct public improvement(s) to be owned by or dedicated to the Village.

- (I) Binding Effect: The rights and obligations set forth in this Ordinance shall be and are binding upon and inure to Petitioner and upon any and all of Petitioner's heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Property. To the extent that a successor becomes bound to the obligations created herein pursuant to a transferee assumption agreement acceptable to the Village, and such successor demonstrates to the Village that it has the financial viability to meet the obligations herein, in the sole discretion of the Corporate Authorities of the Village the Petitioner may be released from its obligations under this Ordinance, but, in such event, only to the extent of the transferee's assumption of such liability. The failure of the Petitioner to provide the Village with an enforceable transferee assumption agreement as approved by the Corporate Authorities of the Village shall result in the Petitioner remaining fully liable for all of its obligations under this Ordinance, but such approval shall neither preclude a transfer nor

relieve the transferee of its liability for all such obligations as the successor to Petitioner. Notwithstanding the foregoing, Petitioner may assign its rights and obligations set forth in this Ordinance to one or more affiliates, which affiliate(s) will become the fee simple owner of the Property, and the Village consents to such assignment to Petitioner's affiliate(s) without the need for a transferee assumption agreement, but the assignment of this Ordinance and the final approval herein granted to any third party other than an affiliate of the Petitioner shall require such a transferee assumption agreement executed by such third-party transferee and the written consent of the Corporate Authorities of the Village.

(J) Indemnification:

(1) The Village agrees to cooperate with the Petitioner, and/or its successors and/or assigns, in defending any action which contests any aspect of this Ordinance or of the rezoning of the Property and Conditional Use for a Planned Development which are granted final approval herein. The Petitioner, for itself individually as well as on behalf of its successors and/or assigns, agrees to hold harmless and indemnify the Village, its elected and appointed officials, officers, employees, and other agents (the "Indemnified Village Parties") relative to any such actions and/or costs, claims, or expenses relative thereto, and all costs, including attorneys' fees, incurred by the Village in connection therewith (but excluding any actions, costs, claims, or expenses resulting from the gross negligence or willful misconduct of the Indemnified Village Parties) shall be paid for by the Petitioner or reimbursed to the Village by the Petitioner. The Village may require reasonable deposit(s) by the Petitioner to cover any such anticipated costs in the event that the Village receives notice of any threatened or actual actions and/or costs, claims, or expenses. The Village shall refund to Petitioner any deposit remaining upon its reasonable determination that no further anticipated costs will be incurred by the Village.

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

(K) Remedies:

- (1) Any violation of this Ordinance shall also be deemed a violation of the Village of Lake Villa Zoning Code and the Lake Villa Village Code and each day such a violation exists or continues shall constitute a separate offense. As provided in the Village of Lake Villa Village Code, each such offense shall be punishable by a mandatory minimum daily fine of not less than \$100.00 per day and not more than \$750.00 per day as provided by the Village of Lake Villa Zoning Regulations and the Lake Villa Village Code, and each day any such violation continues shall be a separate offense.
- (2) In the event the Petitioner, and/or its successors and/or assigns, fails to timely pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance, or pursuant to the other applicable ordinances of the Village, or if the Petitioner otherwise violates this Ordinance, or is otherwise in default in its obligations under

this Ordinance, and has been notified of and failed to cure such default within forty-five (45) days after receipt of such notice by the Petitioner and/or its successor(s) and/or assign(s) (“Cure Period”), the Village shall be entitled to all remedies available at law and/or in equity and, in addition to all other remedies available including those otherwise set forth in this Ordinance, the Village may suspend, revoke, or decline to issue any building, occupancy and/or other permit, license(s), or approvals required by the ordinances of the Village and/or the Village may suspend or revoke the Conditional Use Permit herein granted; provided, however, that the Village shall not suspend or revoke the Conditional Use Permit herein granted without providing a hearing, if requested by the Petitioner in writing to the Village within the Cure Period, before the Mayor and Board of Trustees of the Village. Such notices as required by this Subparagraph 2 may be sent via U.S. Certified Mail, Return Receipt Requested, and Postage Prepaid.

- (L) Severability Clause: It is the intention of the Corporate Authorities that this Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, provision, part, or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that it would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more

sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

(M) Approval Authority: If any provisions of this Ordinance delegate approval authority to any Village officer, employee, or agent for any aspect of this Ordinance, then either the Petitioner or such officer, employee, or agent of the Petitioner, and/or its successors and/or assigns, as the case may be, shall have the right to have any such decision of such Village officer, employee or agent, or his or her designee, reviewed, reconsidered, and a final decision thereon made by the Board of Trustees of the Village. Any reference in this Ordinance to the authority of the Mayor or the Village Administrator to grant or deny an approval shall, whether or not so specified, include the authority for such decision to be reviewed and made by the Mayor and Board of Trustees as the Corporate Authorities of the Village.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided however, that the approval(s) granted by this Ordinance shall have no force or effect unless and until Petitioner has caused a duly authorized person to execute and thereafter file with the Village the unconditional agreement and consent in the form entitled "Acceptance" attached hereto and by this reference incorporated herein and made a part hereof (the "Acceptance"). Notwithstanding the other provisions of this Ordinance to the contrary, the Conditional Use for this Planned Development as herein approved and the rezoning of the Property to the UR4 Zoning District shall both automatically terminate unless the Petitioner commences construction of the Development within four (4) years after the approval of this Ordinance, but such date may be extended by the Corporate Authorities of the Village by a separate ordinance at their sole discretion.

SECTION 6: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law but only upon written acceptance thereof by the Petitioner. The Village Clerk is also hereby directed to record a certified copy of this Ordinance, with all attachments, with the Lake County Recorder of Deeds.

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

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on _____, 2024.

James McDonald, Mayor,
Village of Lake Villa

ATTEST:

Mary Konrad, Village Clerk

Published in pamphlet form this _____ day of _____, 2024.

ACCEPTANCE

The undersigned on behalf of Lincoln Avenue Capital, LLC as the Petitioner, and for its successors and assigns, hereby states that the undersigned is a duly authorized agent of the Petitioner and on behalf of such Petitioner hereby accepts, consents to and agrees to the terms, conditions, and restrictions of the foregoing Ordinance this ____ day of _____, 2024.

PETITIONER:

Lincoln Avenue Capital, LLC

By: _____
Print Name: _____
Its Authorized Manager and Authorized Agent

GROUP EXHIBIT A

2024 APPROVED FINAL PLANS

- (1) Starling Senior Loft Apartments Final Plans (Elevations and Floor Plans) dated November 27, 2023, and last revised January 16, 2024;
- (2) Engineering Plans by Manhard Consulting last revised November 28, 2023, and last revised March 27, 2024;
- (3) Landscape Plans by Manhard Consulting dated November 28, 2023, and last revised March 27, 2024;
- (4) Final Plat of Lake Tower Crossing Planned Unit Development – Phase 3 dated March 27, 2024;
- (5) Stormwater Management Report by Manhard Consulting dated November 23, 2023, and last revised January 16, 2024;
- (6) U.S. Army Corps of Engineers Wetland Report and Approved Jurisdictional Determination Form (OMB Control Number 0710-0024, Expiration Date 09/30/23);
- (7) IDNR Consultation EcoCat Review No. 2306326 dated November 14, 2022; and
- (8) Photometric Plan by Chicago Lightworks dated February 6, 2024.

EXHIBIT B

FORM OF LETTER OF CREDIT

(Issuer's Letterhead)

IRREVOCABLE LETTER OF CREDIT NO. _____

Date: _____

Expiration Date: _____

Amount: _____

Applicant/Permittee: _____

(Name)

(Address)

(City, State, Zip Code)

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

PERMITTEE: _____

ADDRESS OF PROJECT: _____

BUILDING PERMIT NO. _____

Dear Beneficiary:

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

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

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

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

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

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

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

Very truly yours,

("Bank")

By: _____
President

[CORPORATE SEAL]

ATTEST:

By: _____
Secretary