

Attached is the agenda packet for the May 6, 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**

**May 6, 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. April 15, 2024 Village Board Meeting
5. Accounts Payable – May 6, 2024
6. Mayor
  - a. Approval: Annual Appointment of Village Officials and Officers
  - b. Approval: Village Board and Commission Appointments and Reappointments
7. Staff Reports
8. New Business
  - a. Ordinance 2024-05-01: An Ordinance Granting Final Approval of a Request for an Amendment to an Existing Conditional Use Permit for a Mixed-Use Planned Development for Part of Lake Tower Crossing, Phase 3 (800 Tower Drive) Agreement
  - b. Ordinance 2024-05-02: An Ordinance Granting Preliminary and Final Approval for a Request for Conditional Use Permit for a Business Planned Development for the Redevelopment of the Property at 65 Grand Avenue, Lake Villa, IL (Serve & Swig at Nutties)
  - c. Resolution 2024-05-01: A Resolution Providing for Advanced Authorization to Renew the Village's Municipal Aggregation Program
  - d. Approval: FY2025 Annual Pavement Patching Programs (Village-Wide & Lake Villa Township Parking Lot)
  - e. Ordinance 2024-05-03: An Ordinance Amending the Number of Liquor Licenses

- f. Ordinance 2024-05-04: Approval of Water Rates for FY2025
  - g. Resolution 2024-05-02: A Resolution Providing for the Advance Authorization for the Release of Certain Payments
- 9. Old Business
  - 10. Executive Session
  - 11. Adjournment



**DATE:** May 1, 2024  
**TO:** Village Board of Trustees  
**FROM:** Michael Strong  
 Village Administrator  
**RE:** Agenda Transmittal

**Mayor**

**a. Approval: Annual Appointment of Village Officials and Officers**

Staff Contact: James McDonald, Mayor

Pursuant to Section 1-6A-2 of the Village Code, the Mayor shall appoint by, and with the consent and approval of the Village Board, officers of the Village at the first regular meeting of the Village Board in May of each year.

Village Administrator	Michael Strong
Zoning Officer	Michael Strong
Treasurer	Christine McKinley
Collector	Karen Mercure
Chief of Police	Rochelle Tisinai
Street Commissioner	Ryan Horton
Engineer(s):	Applied Technologies Inc. Jon Tack Baxter & Woodman
Village Attorney	Bateman Law Offices Ltd.
Prosecuting Attorney	Magee Hartmen
Village Planner	Teska & Associates

Suggested Motion: *Motion to Approve the Mayors Appointments for Fiscal Year 2024-2025*

**b. Approval: Village Board and Commission Appointments and Reappointments**

Staff Contact: James McDonald, Mayor

**ZONING BOARD OF APPEALS (4-year Term)**

Name of Member	Appoint/Reappoint	Term Expiration
Jerry Coia	Reappoint	4/30/2028
Jake Cramond	Reappoint	4/30/2028

Lee Filas	Reappoint	4/30/2028
Tracy Lucas	Reappoint	4/30/2028

**PLAN COMMISSION (4-Year Term)**

Name of Member	Appoint/Reappoint	Term Expiration
Jerry Coia	Reappoint	4/30/2028
Jake Cramond	Reappoint	4/30/2028
Lee Filas	Reappoint	4/30/2028
Tracy Lucas	Reappoint	4/30/2028

**POLICE COMMISSION (3-Year Term)**

Name of Member	Appoint/Reappoint	Term Expiration
Rich Coles	Reappoint as Chair	4/30/2027

**POLICE PENSION BOARD (2-Year Term)**

Name of Member	Appoint/Reappoint	Term Expiration
Mike Gardiner	Reappoint	4/30/2026
John Konrad	Reappoint	4/30/2026
Roger Schroeder	Reappoint	4/30/2026

Suggested Motion: *Motion to Approve the Mayors Appointments and Reappointments*

**New Business**

- a. **Ordinance 2024-05-01: An Ordinance Granting Final Approval of a Request for an Amendment to an Existing Conditional Use Permit for a Mixed-Use Planned Development for Part of Lake Tower Crossing, Phase 3 (800 Tower Drive) Agreement**

Staff Contact: Michael Strong, Village Administrator

The Village Board will discuss and consider approval of an Ordinance granting final approval for an amendment to an existing Planned Development in Lake Tower Crossing for a proposed multi-tenant commercial development to be anchored with a Dunkin’ Donuts drive-through restaurant.

The Subject Property, located in the northwest corner of the Tower Crossing Development at of the Deep Lake Road and Grass Lake Road, is comprised of a 0.81-acre undeveloped site with access to Tower Drive to the east. The property is currently zoned Suburban Business (SB).

The Applicant is proposing a single-story multi-tenant commercial space with an anchor combination sit-down and drive-through Dunkin restaurant (“Project”) on the Subject Property. The Preliminary PUD for the Property was approved on November 6, 2023 via Ordinance 2023-11-01.

The Plan Commission reviewed the final plan/plat of PUD during their regular meeting on April 18, 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 2024-05-01 Granting Final Planned Development Approval for an Amendment to an Existing Conditional Use Permit for a Mixed-Use Development for Part of Lake Tower Crossing (Phase 3) Development at 800 Tower Drive.*

**b. Ordinance 2024-05-02: An Ordinance Granting Preliminary and Final Approval for a Request for Conditional Use Permit for a Business Planned Development for the Redevelopment of the Property at 65 Grand Avenue, Lake Villa, IL (Serve & Swig at Nutties)**

Staff Contact: Jake Litz, Assistant to the Village Administrator

The Village Board will discuss and consider approval of an Ordinance granting preliminary and final approval for a Conditional Use Permit for a redevelopment at 65 W Grand Avenue, Serve & Swig (formerly known as Nutties).

The Subject Property is approximately 40,000 square feet in area, located in the CB Community Business zoning district and is within the Downtown TIF District.

The Applicant is proposing to enhance the exiting buildings' interior and exterior by means of renovating the existing bar and adding a variety of outdoor activities and games on the Subject Property.

The Plan Commission reviewed the petitioner's request during their regular meeting on April 18, 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 2024-05-02 Granting Preliminary and Final Approval for a Request for Conditional Use Permit for a Business Planned Development for the Redevelopment of the Property at 65 Grand Avenue, Lake Villa, IL.*

**c. Resolution 2024-05-01: A Resolution Providing for Advanced Authorization to Renew the Village's Municipal Aggregation Program**

Staff Contact(s): Michael Strong, Village Administrator and Adam Hoover, NIMEC

The Village Board will hear a presentation relative to the potential continuation of the Village-wide Municipal Aggregation Program. The Village's current program is set to expire in August 2024; however, the renewal period for the program is approaching in May. Current

default supply electricity rates with ComEd have dropped, which has led to many municipalities rethinking and/or revising their municipal aggregation programs.

Adam Hoover, with NIMEC, the Village’s Municipal Electricity Aggregation Program Consultant, will be in attendance to answer questions and discuss the Village’s program and options the Village Board may consider once the program expires. Village Staff will be seeking direction from the Board on whether to proceed with soliciting formal bids and renewing its program for residents. Further information is attached in a cover memorandum and attached Resolution.

Suggested Motion: *Motion to Approve Resolution 2024-05-01 Providing for Advanced Authorization to Renew the Village’s Municipal Aggregation Program*

**d. Approval: Contracts for FY2025 Annual Pavement Patching Program and Lake Villa Township Baseball Complex Parking Lot**

Staff Contact: Ryan Horton, Superintendent of Public Works

Each year the Village manages a pavement patching program based on visual inspections and input from Public Works staff and the Village Board. The Village has participated in joint-bidding with area municipalities through the Lake County Municipal League (“LCML”) over the past several years. On April 4, 2024, the LCML opened bids for its pavement patching and pavement marking program. Two (2) responsive bids were received for annual pavement patching from Chicagoland Paving and Schroeder Asphalt. The summary bid tabulation is below, based on relevant pavement patching type(s).

Below is a summary of the LCML bidding tabulation:

<b>Contractor Name</b>	<b>Description/Patch Type</b>	<b>Unit Price</b>
Schroeder Asphalt Services	Class D Patches, 4”, Type II	\$44.00
	Class D Patches, 4”, Type III	\$43.50
	Class D Patches, 4”, Type IV	\$43.00
	Class D Patches, 6”, Type IV	\$65.00
Chicagoland Paving	Class D Patches, 4”, Type II	\$55.00
	Class D Patches, 4”, Type III	\$55.00
	Class D Patches, 4”, Type IV	\$43.92
	Class D Patches, 6”, Type IV	\$85.00

Since the close of bidding, the Village received an executed quote (attached) from Chicagoland Paving Contractors, Inc., to match the lowest unit bid pricing that was obtained through the LCML bidding process. The Village has used Chicagoland Paving Contractors, Inc. for this work in the past and found their work to be satisfactory for this scope of work. Village staff from Public Works will work closely with the Contractor, if approved, to provide daily inspectional services for Lake Villa’s portion of the contract. If awarded, work on this contract is expected to begin in May and be substantially completed by the beginning of June. Upon award of the contract, Village staff will meet with the contractor to get a tentative schedule for the community. Information on the program will be included in the Village’s regular construction updates that are sent out via the website.

In addition to the Village-wide pavement patching program, the FY2025 Capital Improvement Program included parking lot patching at the Lake Villa Baseball Complex

Parking Lot as a capital project. Staff anticipates the parking lot, and adjacent entryway, will need approximately 1,400 square yards of patching or a total amount of roughly \$31,000.

Below is a summary of the project budget(s) for pavement patching services.

FY2025 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Yes/No
General Fund – Maintenance – Streets 01-41-40-4240	\$90,000	\$90,000	Yes
Capital Improvements – Facilities 90-46-60-5100	\$370,500	\$20,000	Yes
Capital Improvements – Administration 90-10-60-5100	\$223,644	\$20,000	Yes

Suggested Motion: *Motion to Award Contracts for the FY2024 Annual Pavement Patching Program and Lake Villa Baseball Complex Parking Lot to Chicagoland Paving Contractors, Inc. for the Not-to-Exceed Amount of \$120,272 plus a contingency of \$9,728 for unforeseen expenses, for a total amount of \$130,000.*

**e. Ordinance 2024-05-03: An Ordinance Amending the Number of Liquor Licenses**

Staff Contact: James McDonald, Mayor

Pursuant to Village Board direction, discussion regarding the proposed changes to the Village’s Code Relative to Liquor Licensing will occur at Monday night’s meeting.

Suggested Motion: *Motion to approve an Ordinance 2024-05-04 Adopting Amendments to the Village of Lake Villa Village Code Relative to Liquor Licensing*

**f. Ordinance 2024-05-04: An Ordinance Approving Annual Water and Sewer Rates**

Staff Contact: Christine McKinley, Finance Director

The Village will discuss and consider approval of the water and sewer rates effective May 5, 2024, for the Village of Lake Villa. The proposed water rate stands at \$10.42, representing a 5.45% increase from the current rate. The proposed sewer rate is \$7.77, a 1% increase.

As discussed in recent meetings, there is a need to adjust our water rates to cover rising CLCJAWA costs and operating costs. This rate covers all operating needs including maintenance costs and debt service. The sewer rate follows the 5-year plan laid out the prior adopted ordinance.

Suggested Motion: *Motion to approve an Ordinance 2024-05-05 Approving new Water Rates*

**g. Resolution 2024-05-02: A Resolution Providing for the Advance Authorization for the Release of Certain Payments**

Staff Contact: Jake Litz, Assistant to the Village Administrator



Section 1-16-1(G) of the Village Code sets forth that authority to approve other purchases and contracts. Specifically, vendors or other providers delivering or providing supplies or services on an unspecified but ongoing basis in annual amounts anticipated to be more than \$25,000, such contracts or similar authorizations shall be presented to the Village Board for consideration as part of the review and approval of the Village's annual budget.

The Village Board approved the FY2025 Annual Budget on April 15, 2024. The attached list, included as an exhibit to Resolution 2024-05-02, identifies the vendors requested for approval for FY2025, along with their estimated amounts and description of services.

The Village Board will continue to approve any single purchase over \$25,000 as specified in the Village Code.

Suggested Motion: *Motion to approve Resolution 2024-05-02 Approving Annual Vendors for FY2025*

**VILLAGE OF LAKE VILLA  
VILLAGE BOARD  
REGULAR MEETING  
April 15<sup>th</sup>, 2024**

**Call to Order:** Mayor McDonald called the meeting to order at 7:01 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 Supervisors Ryan Horton and Jim Bowles.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 0**

**ABSTAIN: 0**

**MOTION CARRIED**

**Public Comment:** The tenant at 216 Rt 83 requested direction from the board regarding permissible uses for the suite. They were deferred to the websites links for this information. The Village Administrator offer to send the tenant links directly.

It was moved by Trustee Nielsen and seconded by Trustee O'Reilly to approve the April 1<sup>st</sup>, 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 Savell and seconded by Trustee McCollum to approve the Accounts Payable Report for April 15<sup>th</sup>, 2024 in the amount of \$494,112.71.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 0**

**ABSTAIN: 0**

**MOTION CARRIED**

**Staff Reports:** Public Works reports the Grand Avenue Project is progressing with 2-way traffic opening by the beginning of May, weather permitting. Lehmann Mansion has events booked through December and some through 2025.

The Chief of Police announced the Police Departments new records system will go live April 16<sup>th</sup>.

The Assistant to the Village Manager Jake reported on the refuse collection transition between Waste Management and LRS. Refunds for Waste Management stickers are available through the Village Hall. LRS will require all items intended for collection will require a sticker outside of the LRS container.

The Village Administrator reported in the follow up meetings with residents on Burnett Avenue. The Village has moved to the 2<sup>nd</sup> phase of a CMAP Grant and has submitted Grant applications for a Grasslake pedestrian crosswalk. There will be a Planning Commission Zoning Board meeting Thursday April 18<sup>th</sup>, 2024 at the Village Hall which will include 65 Grand Avenue (Swig and Serve) and 701 Tower.

***New Business:* Approval: A Resolution for Improvements under the Illinois Highway Code (2024 MFT Project)**

The Village Board conferred on a Resolution to authorize Motor Fuel Tax (“MFT”) funds for the 2024 Road Resurfacing program in the Village. Under the Illinois Highway Code, MFT expenditures must be authorized by the Village Board through a Resolution. Attached for review and consideration is an Engineering Agreement with the Village Engineer, Baxter & Woodman, along with an IDOT Resolution for Improvement under the Illinois Highway Code (BLR 09110), authorizing the appropriation sum of \$572,000 of MFT funding to be applied toward engineering and construction of the Village’s 2024 MFT Resurfacing Project.

It was moved by Trustee Nielsen and seconded by Trustee Savell to approve resolution Authorize the Appropriation of MFT Funds for the Village’s 2024 MFT Resurfacing Project

**ROLL CALL VOTE WAS:**

**AYES: 6 (Nielsen, Barbato, O’Reilly, Bartlett, Savell, McCollum)**  
**NAYS: 0**  
**ABSENT: 0**  
**ABSTAIN: 0**

**MOTION CARRIED**

**Approval: Contract for Mowing Services**

The Village Board conferred on the responses to the Request for Proposal (RFP) as presented by Village Staff for mowing services. The Village’s current contract is set to expire at the end of April. Three bids were received; responses were from Milieu Landscaping, Langton Group, and Apex Landscaping.

It was moved by Trustee Savell and seconded Trustee Barbato by to approve a contract with Milieu Landscaping for Mowing Services.

**ROLL CALL VOTE WAS:**

**AYES: 6 (Nielsen, Barbato, O’Reilly, Bartlett, Savell, McCollum)**  
**NAYS: 0**  
**ABSENT: 0**  
**ABSTAIN: 0**

**MOTION CARRIED**

**Approval: Salary Classification and Pay Plan for FY2025**

The Village Board conferred on approving an updated Salary Classification and Pay Plan for FY2025 that reflects a 3% increase across the board. During the personnel review and recommendation process for the Fiscal Year 2024/25 budget, staff identified and recommended and received approval by the Village Board to amend the following positions within the official Pay Plan:

- Reclassification of Records Supervisor

It was moved by Trustee Barbato and seconded by Trustee Savell to approve a salary classification system and Pay Plan for FY2025.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 0**

**ABSTAIN: 0**

**MOTION CARRIED**

**Discussion: Annual Salary Adjustments for Police Chief and Village Administrator effective May 1, 2024**

The Village Board conferred on annual salary adjustments for the Police Chief and Village Administrator for FY2025. In accordance with the employment agreements, the Mayor conducted an annual review of Police Chief Tisinai's performance and Village Administrator Strong's performance during the previous fiscal year and determined that an adjustment to their base salaries is appropriate.

It was moved by Trustee Barbato and seconded by Trustee Savell to approve base salary in the amount of \$130,187 for the Police Chief and \$155,064 for the Village Administrator Positions for FY2025.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 0**

**ABSTAIN: 0**

**MOTION CARRIED**

**Ordinance 2024-04-02: An Ordinance of the Village of Lake Villa Consenting to the Admission to the Central Lake County Joint Action Waster Agency of an Additional Member, the Village of Lake Zurich, pursuant to an Admission Agreement**

The Central Lake County Joint Action Water constructed their own Lake Michigan treatment facilities and delivery system. CLCJAWA's Members pool their resources to cooperatively work together. The CLCJAWA Board of Directors has approved the Lake Zurich Admissions Agreement and is requesting the Village of lake Villa's consent as required in the CLCJAWA Water Agency Agreement.

It was by Trustee McCollum and seconded by Trustee Barbato to approve Ordinance 2024-04-02 an Ordinance of consenting to the admission to CLCJAWA (Central Lake County Joint Action Water Agency) as an additional member, the Village of Lake Zurich, pursuant to an Admission Agreement.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 0**

**ABSTAIN: 0**

**MOTION CARRIED**

**Ordinance 2024-04-03: An Ordinance Providing for and Authorizing the Transfer of Funds of the Village from the Existing "General Fund" Account, "Water & Sewer" Account, "Mansion" Account, and "Metra" Account to a "Liability Insurance Fund" Account for the Benefit of the Village.**

The Village Board conferred on Ordinance 2024-04-03 authorizing the transfer of certain budgeted assets and liabilities to a centralized Liability Insurance Fund. As introduced during the Committee of the Whole meeting in January 2024, Staff has been working with the Village's Auditor and Village Attorney to re-consolidate funds that are allocated for general casualty insurance purposes into a new fund. The Ordinance authorizes both the creation of the Insurance Fund, and transfer of assets for this purpose.

It was moved by Trustee Nielsen and seconded by Trustee Savell to Approve Ordinance 2024-04-03 Authorizing the transferring of assets and liabilities of certain funds into a Liability Insurance Fund

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 0**

**ABSTAIN: 0**

**MOTION CARRIED**

**Professional Services Agreement with Lauterbach and Amen for Financial Management and Accounting Services for FY2024/2025**

The Village Board conferred on authorizing the execution of a professional services agreement with Lauterbach and Amen for Financial Management and Accounting Services. After Staff distributed a RFP (Request for Proposal) for professional financial management and accounting services, the Village received two (2) responsive proposals; Lauterbach & Amen and Sikich, LLC. Each respondent was interviewed. After review of qualifications, the Village Staff panel was able to reach a consensus on a preferred firm that best qualified to meet the requirements for our Finance Department. Recommending Lauterbach & Amen be awarded a professional services contract for these services.

As part of Lauterbach and Amens proposal, they will provide in-person staffing within the Finance Department for the term of the Agreement. Lastly, while Lauterbach and Amen currently provide financial management services for the Village at an annualized cost of just under \$70,000, this agreement will continue the same level of services, but at a lower annualized cost of \$62,520 for FY2024/25.

It was moved by Trustee Nielsen and seconded by Trustee Savell to approval of a Professional Services Agreement with Lauterbach & Amen for Professional Financial Management and Accounting Services and Authorization for the Village Administrator and/or Mayor to execute an agreement with the Firm.

**ROLL CALL VOTE WAS:**

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

**NAYS: 0**

**ABSENT: 0**

**ABSTAIN: 0**

**MOTION CARRIED**

**Discussion & Approval: Comprehensive Annual Budget for Fiscal Year 2024/2025**

The Village Board is scheduled to review and discuss the draft Comprehensive Annual Budget for Fiscal Year 2024/25.

It was moved by Trustee Savell and seconded by Trustee Barbato to Approve the FY2025 Fiscal Year Operating and Capital Budget.

**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 Nielsen and seconded by Trustee Savell to adjourn at 8:41pm

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

---

*JAMES MCDONALD, MAYOR*

---

*MARY KONRAD, CLERK*

VILLAGE OF LAKE VILLA Treasurer's Report  
 EXP CHECK RUN DATES 04/16/2024 - 05/06/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
<b>ACE RADIATOR INC.</b>									
WATER & SEWER	WATER	SUPPLIES - WATER	EAST LIFT GENERATOR	663.00	60-42-40-4950	35,000.00	23,519.56		
WATER & SEWER	SEWER	SUPPLIES - SEWER	EAST LIFT GENERATOR	663.00	60-43-40-4950	30,000.00	15,624.76		
			<b>Vendor Total:</b>	<b>1,326.00</b>					
<b>AFFINITY CPR TRAINING CENTER, INC.</b>									
GENERAL FUND	POLICE	TRAINING/TRAVEL	CPR TRAINING	42.00	01-20-60-4530	19,500.00	13,439.38		
			<b>Vendor Total:</b>	<b>42.00</b>					
<b>ANTIOCH AUTO PARTS</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	ROLLER- WARRANTY FOR B	135.16	01-30-60-4930	52,500.00	42,869.80		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CREDIT FOR INVOICE # 4:	(135.16)	01-30-60-4930	52,500.00	42,869.80		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK # 12/ GENERATOR	22.71	01-30-60-4930	52,500.00	42,869.80		
WATER & SEWER	WATER	VEHICLE SUPPLIES	CREDIT FOR INVOICE # 4:	(118.27)	60-42-60-4930	8,750.00	7,228.60		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	CREDIT FOR INVOICE # 4:	(118.28)	60-43-60-4930	8,750.00	7,732.37		
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK #15	24.29	60-42-60-4930	8,750.00	7,228.60		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK #15	24.29	60-43-60-4930	8,750.00	7,732.37		
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 15	118.27	60-42-60-4930	8,750.00	7,228.60		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 15	118.28	60-43-60-4930	8,750.00	7,732.37		
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-BUILDING	SHOP SUPPLIES	13.74	01-46-40-4910	16,000.00	10,085.79		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CORE DEPOSIT/ ROLLER	18.00	01-30-60-4930	52,500.00	42,869.80		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	CREDIT ON INVOICE #426'	(18.00)	01-30-60-4930	52,500.00	42,869.80		
WATER & SEWER	WATER	VEHICLE SUPPLIES	AIR FILTER/ GENERATORS	27.59	60-42-60-4930	8,750.00	7,228.60		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	AIR FILTER/ GENERATORS	27.60	60-43-60-4930	8,750.00	7,732.37		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SHOP SUPPLIES	5.46	01-30-60-4930	52,500.00	42,869.80		
WATER & SEWER	WATER	VEHICLE SUPPLIES	SHOP SUPPLIES	0.92	60-42-60-4930	8,750.00	7,228.60		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	SHOP SUPPLIES	0.91	60-43-60-4930	8,750.00	7,732.37		
			<b>Vendor Total:</b>	<b>147.51</b>					
<b>APPLIED TECHNOLOGIES</b>									
WATER & SEWER	WATER	ENGINEERING-WATER	GENERAL / IDOT/ STARLI	1,728.00	60-42-20-4320	35,000.00	25,604.00		
WATER & SEWER	SEWER	ENGINEERING-SEWER	GENERAL / IDOT/ STARLI	1,728.00	60-43-20-4320	35,000.00	34,364.10		OVER
DEVELOPER ESCROWS		LINCOLN AVE CAPITAL ES	GENERAL / IDOT/ STARLI	1,920.00	03-00-30-2360	0.00	(15,237.20)		
DEVELOPER ESCROWS		REDWOOD ESCROW	GENERAL / IDOT/ STARLI	352.00	03-00-30-2361	0.00	(30,108.15)		
WATER & SEWER	WATER	ENGINEERING-WATER	GENERAL / IDOT/ STARLI	790.00	60-42-20-4320	35,000.00	25,604.00		
WATER & SEWER	SEWER	ENGINEERING-SEWER	GENERAL / IDOT/ STARLI	790.00	60-43-20-4320	35,000.00	34,364.10		OVER
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS -	GRAND AVE WATER MAIN/	1,226.50	91-42-60-5100	0.00	0.00		OVER
W&S CAPTIAL FUND	WATER	CAPITAL IMPROVEMENTS -	TOWER B RFP/ PROJECT 6	1,101.75	91-42-60-5100	0.00	0.00		OVER
			<b>Vendor Total:</b>	<b>9,636.25</b>					
<b>BILLER PRESS &amp; MFG., INC.</b>									
GENERAL FUND	POLICE	PRINTING	BUSINESS CARDS- COMMUN	56.50	01-20-60-4440	4,500.00	8,041.15		OVER
			<b>Vendor Total:</b>	<b>56.50</b>					
<b>BROWN EQUIPMENT COMPANY</b>									
WATER & SEWER	SEWER	SUPPLIES - SEWER	JETTER REPAIR PARTS	120.60	60-43-40-4950	30,000.00	15,624.76		
			<b>Vendor Total:</b>	<b>120.60</b>					
<b>BS&amp;A SOFTWARE</b>									
GENERAL FUND	ADMINISTRATIVE	SOFTWARE LICENSES-75%	FIXED ASSETS SYSTEM/ AI	846.75	01-10-60-5213	25,000.00	25,180.81		OVER
WATER & SEWER	WATER	SOFTWARE LICENSES-12.5%	FIXED ASSETS SYSTEM/ AI	141.12	60-42-60-5213	12,500.00	9,532.38		
WATER & SEWER	SEWER	SOFTWARE LICENSES- 12.5%	FIXED ASSETS SYSTEM/ AI	141.13	60-43-60-5213	12,500.00	9,532.37		
			<b>Vendor Total:</b>	<b>1,129.00</b>					
<b>CASH</b>									
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	WINDOW CLEANING- APRIL	21.00	01-46-40-4210	14,000.00	10,262.81		
			<b>Vendor Total:</b>	<b>21.00</b>					
<b>DEKIND COMPUTER CONSULTANTS</b>									
GENERAL FUND	POLICE	NEW EQUIPMENT	2 SCANSNAP SCANNERS/ RI	614.69	01-20-60-5201	21,800.00	15,008.10		
			<b>Vendor Total:</b>	<b>614.69</b>					
<b>DOOR TECH OF ANTIOCH</b>									
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	BUILDING #2/ DOOR #2 1	135.50	01-46-40-4210	14,000.00	10,262.81		
			<b>Vendor Total:</b>	<b>135.50</b>					
<b>EMPLOYEE BENEFITS CORPORATION</b>									
GENERAL FUND	ADMINISTRATIVE	HEALTH & LIFE INSURANC	04/01/2024 MINIMUM FEE:	120.00	01-10-10-4110	70,968.00	49,577.53		

VILLAGE OF LAKE VILLA Treasurer's Report  
 EXP CHECK RUN DATES 04/16/2024 - 05/06/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
				<b>Vendor Total:</b>					
				<u>120.00</u>					
<b>EVOQUA WATER TECHNOLOGIES LLC</b>									
WATER & SEWER	SEWER	SUPPLIES - SEWER	BIOXIDE	3,880.50	60-43-40-4950	30,000.00	15,624.76		
				<b>Vendor Total:</b>					
				<u>3,880.50</u>					
<b>FACTORY MOTOR PARTS CO.</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES-	75% TRUCK 11	1,080.75	01-30-60-4930	52,500.00	42,869.80		
WATER & SEWER	SEWER	VEHICLE SUPPLIES-	12.5' TRUCK 11	180.12	60-43-60-4930	8,750.00	7,732.37		
WATER & SEWER	WATER	VEHICLE SUPPLIES-	12.5' TRUCK 11	180.13	60-42-60-4930	8,750.00	7,228.60		
				<b>Vendor Total:</b>					
				<u>1,441.00</u>					
<b>FRONTLINE PUBLIC SAFETY SOLUTIONS</b>									
GENERAL FUND	POLICE	TRAINING/TRAVEL	TRAINING	2,200.00	01-20-60-4530	19,500.00	13,439.38		
				<b>Vendor Total:</b>					
				<u>2,200.00</u>					
<b>GAGES LAKE AUTO OF LAKE VILLA</b>									
WATER & SEWER	SEWER	CONTRACT VEHICLE MAINT	TRUCK # 15	45.00	60-43-20-4230	5,000.00	2,659.07		
WATER & SEWER	WATER	CONTRACT VEHICLE MAINT	TRUCK # 15	45.00	60-42-20-4230	5,000.00	2,599.75		
				<b>Vendor Total:</b>					
				<u>90.00</u>					
<b>GEWALT HAMILTON ASSOCIATES, INC.</b>									
GENERAL CAPITAL FUND	BUILDINGS & GROUNDS	CAPITAL IMPROVEMENTS -	GRASS LAKE RD SIDEWALK	1,050.00	90-46-60-5100	0.00	0.00		OVER
GENERAL CAPITAL FUND	BUILDINGS & GROUNDS	CAPITAL IMPROVEMENTS -	GRAND AVE SW PH I/ PRO.	4,501.00	90-46-60-5100	0.00	0.00		OVER
				<b>Vendor Total:</b>					
				<u>5,551.00</u>					
<b>GILLESPIE FORD</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES-	100% SQUAD 271	56.29	01-30-60-4930	52,500.00	42,869.80		
GENERAL FUND	FLEET	VEHICLE SUPPLIES-	100% TRUCK 18	282.38	01-30-60-4930	52,500.00	42,869.80		
				<b>Vendor Total:</b>					
				<u>338.67</u>					
<b>HAWKINS, INC.</b>									
WATER & SEWER	WATER	SUPPLIES - WATER	CHLORINE CYLINDER	40.00	60-42-40-4950	35,000.00	23,519.56		
				<b>Vendor Total:</b>					
				<u>40.00</u>					
<b>HERMAN BROTHERS</b>									
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK # 15	75.60	60-42-60-4930	8,750.00	7,228.60		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK # 15	75.60	60-43-60-4930	8,750.00	7,732.37		
				<b>Vendor Total:</b>					
				<u>151.20</u>					
<b>HOMESTEAD ELECTRICAL CONTRACTING LL</b>									
W&S CAPTIAL FUND		REPAIRS & IMPROVEMENTS	MONAVILLE LIFT STATION	624.00	91-00-00-8096	50,000.00	9,783.52		
				<b>Vendor Total:</b>					
				<u>624.00</u>					
<b>INTEGRATED PEST SOLUTIONS LLC</b>									
MANSION FUND		MAINTENANCE - MANSION	(WILDLIFE SERVICES- LEHI	600.00	08-00-00-4211	0.00	0.00		OVER
				<b>Vendor Total:</b>					
				<u>600.00</u>					
<b>J.G. UNIFORMS</b>									
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	LV POLICE STAR PATCHES	205.49	01-20-60-4170	28,000.00	35,720.78		OVER
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	BLUE VEST COVER	240.49	01-20-60-4170	28,000.00	35,720.78		OVER
				<b>Vendor Total:</b>					
				<u>445.98</u>					
<b>LAKELAND/LARSEN</b>									
MANSION FUND		PREVENTATIVE MAINTENAN	(MONTHLY ELEVATOR MAINT)	202.38	08-00-00-4212	16,000.00	16,196.04		OVER
				<b>Vendor Total:</b>					
				<u>202.38</u>					
<b>LAKESIDE INTERNATIONAL TRUCKS</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	TRUCK 3	55.76	01-30-60-4930	52,500.00	42,869.80		
WATER & SEWER	WATER	VEHICLE SUPPLIES	TRUCK 3	9.29	60-42-60-4930	8,750.00	7,228.60		
WATER & SEWER	SEWER	VEHICLE SUPPLIES	TRUCK 3	9.30	60-43-60-4930	8,750.00	7,732.37		
				<b>Vendor Total:</b>					
				<u>74.35</u>					
<b>LEADS ONLINE</b>									
GENERAL FUND	POLICE	SOFTWARE LICENSES	ONLINE INVESTIGATION S'	2,685.00	01-20-60-5213	19,195.00	14,860.88		
				<b>Vendor Total:</b>					
				<u>2,685.00</u>					
<b>M.E. SIMPSON COMPANY, INC</b>									
WATER & SEWER	WATER	MAINTENANCE-WATER SYST	(WATER DISTRIBUTION SYS'	4,700.00	60-42-40-4250	60,000.00	33,878.79		
				<b>Vendor Total:</b>					
				<u>4,700.00</u>					
<b>MID AMERICAN WATER</b>									
WATER & SEWER	WATER	SUPPLIES - WATER	STORM SEWER	101.00	60-42-40-4950	35,000.00	23,519.56		
				<b>Vendor Total:</b>					
				<u>101.00</u>					



VILLAGE OF LAKE VILLA Treasurer's Report  
 EXP CHECK RUN DATES 04/16/2024 - 05/06/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	YTD	Over Budget
<b>MIDWEST HOOK N CHAIN</b>									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	NITRIL GLOVES	320.00	01-46-40-4911	20,000.00	23,070.95		OVER
GENERAL FUND	POLICE	MISCELLANEOUS	LOCKOUT KITS	296.89	01-20-60-5190	8,000.00	6,780.87		
			<b>Vendor Total:</b>	<b>616.89</b>					
<b>MOTOROLA SOLUTIONS, INC.</b>									
GENERAL FUND	POLICE	NEW EQUIPMENT	#279 MTIK CONF KIT/ VI	6,043.00	01-20-60-5201	21,800.00	15,008.10		
			<b>Vendor Total:</b>	<b>6,043.00</b>					
<b>NICOR GAS</b>									
WATER & SEWER	WATER	NATURAL GAS	141 BELMONT AVE- WELL	40.66	60-42-40-4610	13,500.00	8,047.56		
WATER & SEWER	WATER	NATURAL GAS	910 PARK AVE	29.69	60-42-40-4610	13,500.00	8,047.56		
WATER & SEWER	SEWER	NATURAL GAS	1509 OAKLAND DR- LIFT :	57.30	60-43-40-4610	13,000.00	14,713.02		OVER
WATER & SEWER	SEWER	NATURAL GAS	ES OAK KNOLL RD- END OI	188.26	60-43-40-4610	13,000.00	14,713.02		OVER
			<b>Vendor Total:</b>	<b>315.91</b>					
<b>NORTHERN IL POLICE ALARM SYSTEM</b>									
GENERAL FUND	POLICE	MEMBERSHIPS	NIPAS MEMBERSHIP ASSESI	5,700.00	01-20-60-4531	14,500.00	13,237.40		OVER
			<b>Vendor Total:</b>	<b>5,700.00</b>					
<b>OTTOSEN DINOLFO HASENBALG &amp; CASTALD</b>									
DOWNTOWN TIF FUND		LEGAL FEES	TIF LEGAL FEES	220.00	98-00-20-4330	10,000.00	10,260.35		OVER
			<b>Vendor Total:</b>	<b>220.00</b>					
<b>PAYLOCITY PAYROLL</b>									
GENERAL FUND	ADMINISTRATIVE	SOFTWARE LICENSES	MARCH 2024 WEB TIME US:	174.87	01-10-60-5213	25,000.00	25,180.81		OVER
WATER & SEWER	WATER	SOFTWARE LICENSES	MARCH 2024 WEB TIME US:	29.15	60-42-60-5213	12,500.00	9,532.38		
WATER & SEWER	SEWER	SOFTWARE LICENSES	MARCH 2024 WEB TIME US:	29.14	60-43-60-5213	12,500.00	9,532.37		
			<b>Vendor Total:</b>	<b>233.16</b>					
<b>POMP'S TIRE SERVICE</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	SQUAD 271	335.82	01-30-60-4930	52,500.00	42,869.80		
			<b>Vendor Total:</b>	<b>335.82</b>					
<b>RAY O'HERRON CO., INC</b>									
GENERAL FUND	POLICE	NEW EQUIPMENT	UNIFORM ALLOWANCE- NIP:	3,738.25	01-20-60-5201	21,800.00	15,008.10		
			<b>Vendor Total:</b>	<b>3,738.25</b>					
<b>REINDERS INC.</b>									
GENERAL FUND	BUILDINGS & GROUNDS	SUPPLIES-PARKS	ROUNDUP/ ATHLETIC FAIRI	1,078.00	01-46-40-4911	20,000.00	23,070.95		OVER
			<b>Vendor Total:</b>	<b>1,078.00</b>					
<b>RUSSO POWER EQUIPMENT</b>									
GENERAL FUND	FLEET	VEHICLE SUPPLIES	BUCKET TRUCK	254.00	01-30-60-4930	52,500.00	42,869.80		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	IKES TANK CLEANER	15.99	01-30-60-4930	52,500.00	42,869.80		
GENERAL FUND	FLEET	VEHICLE SUPPLIES	STRAW BLANKET/ 50 LB GI	224.95	01-30-60-4930	52,500.00	42,869.80		
			<b>Vendor Total:</b>	<b>494.94</b>					
<b>SAFETY TRAINERS, INC.</b>									
GENERAL FUND	BUILDINGS & GROUNDS	MAINTENANCE-BUILDING	AED MAINT PROGRAM0101	60.00	01-46-40-4210	14,000.00	10,262.81		
			<b>Vendor Total:</b>	<b>60.00</b>					
<b>STREICHER'S</b>									
GENERAL FUND	POLICE	VEST REPLACEMENTS	UNIFORM ALLOWANCE- NEW	2,100.00	01-20-60-4171	6,000.00	5,435.00		OVER
GENERAL FUND	POLICE	UNIFORM ALLOWANCE	UNIFORM ALLOWANCE- NEW	605.96	01-20-60-4170	28,000.00	35,720.78		OVER
			<b>Vendor Total:</b>	<b>2,705.96</b>					
<b>TESKA ASSOCIATES, INC.</b>									
GENERAL CAPITAL FUND	ADMINISTRATIVE	CAPITAL IMPROVEMENTS	- LAK24-21 / MARKETING SI	2,212.50	90-10-60-5100	0.00	0.00		OVER
GENERAL CAPITAL FUND	ADMINISTRATIVE	CAPITAL IMPROVEMENTS	- LAK 15-63 CONTINUING SI	1,020.00	90-10-60-5100	0.00	0.00		OVER
GENERAL FUND	ADMINISTRATIVE	PLANNER	LAK 15-63 CONTINUING SI	775.92	01-10-20-4380	15,000.00	16,664.88		OVER
			<b>Vendor Total:</b>	<b>4,008.42</b>					
<b>VERIZON WIRELESS</b>									
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	FEB 17- MAR 16	495.68	01-46-60-4420	18,000.00	19,799.60		OVER
WATER & SEWER	WATER	TELEPHONE	FEB 17- MAR 16	82.61	60-42-60-4420	3,000.00	3,091.73		OVER
WATER & SEWER	SEWER	TELEPHONE	FEB 17- MAR 16	82.61	60-43-60-4420	3,000.00	3,091.89		OVER
GENERAL FUND	BUILDINGS & GROUNDS	TELEPHONE	MAR 17- APR 16	660.52	01-46-60-4420	18,000.00	19,799.60		OVER
WATER & SEWER	WATER	TELEPHONE	MAR 17- APR 16	110.09	60-42-60-4420	3,000.00	3,091.73		OVER
WATER & SEWER	SEWER	TELEPHONE	MAR 17- APR 16	110.09	60-43-60-4420	3,000.00	3,091.89		OVER
			<b>Vendor Total:</b>	<b>1,541.60</b>					

04/30/2024 11:18 AM  
User: CDENZEL  
DB: Lake Villa

VILLAGE OF LAKE VILLA Treasurer's Report  
EXP CHECK RUN DATES 04/16/2024 - 05/06/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

Fund	Department	Line Item	Item Description	Amount	Account Number	Budget	Total	Over YTD Budget
<b>Grand Total:</b>				<b>63,566.08</b>				

User: CDENZEL

EXP CHECK RUN DATES 04/16/2024 - 05/06/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: ACERAD ACE RADIATOR INC.		
BANK CODE: 40208		
93355	EAST LIFT GENERATOR	1,326.00
TOTAL BANK CODE: 40208		1,326.00
TOTAL VENDOR ACERAD ACE RADIATOR INC.		1,326.00
VENDOR CODE: AFFCPR AFFINITY CPR TRAINING CENTER, INC.		
BANK CODE: 40208		
09586	CPR TRAINING	42.00
TOTAL BANK CODE: 40208		42.00
TOTAL VENDOR AFFCPR AFFINITY CPR TRAINING CENTER, I		42.00
VENDOR CODE: ANTAUT ANTIOCH AUTO PARTS		
BANK CODE: 40208		
426772	ROLLER- WARRANTY FOR BATTERY	135.16
427731	CREDIT FOR INVOICE # 426772	(135.16)
424602	TRUCK # 12/ GENERATOR	22.71
424636	CREDIT FOR INVOICE # 421419	(236.55)
418147	TRUCK #15	48.58
421419	TRUCK # 15	236.55
431614	SHOP SUPPLIES	13.74
426773	CORE DEPOSIT/ ROLLER	18.00
427732	CREDIT ON INVOICE #426773 FOR CORE DEPOS	(18.00)
426980	AIR FILTER/ GENERATORS	55.19
429933	SHOP SUPPLIES	7.29
TOTAL BANK CODE: 40208		147.51
TOTAL VENDOR ANTAUT ANTIOCH AUTO PARTS		147.51
VENDOR CODE: APPTEC APPLIED TECHNOLOGIES		
BANK CODE: 40208		
36970	GENERAL / IDOT/ STARLING/ REDWOOD/ SSA/	7,308.00
36972	GRAND AVE WATER MAIN/ PROJECT 6569	1,226.50
36974	TOWER B RFP/ PROJECT 6589	1,101.75
TOTAL BANK CODE: 40208		9,636.25
TOTAL VENDOR APPTEC APPLIED TECHNOLOGIES		9,636.25
VENDOR CODE: BECBRO BROWN EQUIPMENT COMPANY		
BANK CODE: 40208		
INV25806	JETTER REPAIR PARTS	120.60
TOTAL BANK CODE: 40208		120.60
TOTAL VENDOR BECBRO BROWN EQUIPMENT COMPANY		120.60
VENDOR CODE: BILPRE BILLER PRESS & MFG., INC.		
BANK CODE: 40208		
24-24037	BUSINESS CARDS- COMMUNITY SERVICE OFFICE	56.50

User: CDENZEL

EXP CHECK RUN DATES 04/16/2024 - 05/06/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: BILPRE BILLER PRESS & MFG., INC.		
BANK CODE: 40208		
	TOTAL BANK CODE: 40208	56.50
	TOTAL VENDOR BILPRE BILLER PRESS & MFG., INC.	56.50
VENDOR CODE: BS&A BS&A SOFTWARE		
BANK CODE: 40208		
153449	FIXED ASSETS SYSTEM/ ANNUAL SERVICE FEE	1,129.00
	TOTAL BANK CODE: 40208	1,129.00
	TOTAL VENDOR BS&A BS&A SOFTWARE	1,129.00
VENDOR CODE: CASH CASH		
BANK CODE: 40208		
04302024-CASH	WINDOW CLEANING- APRIL 2024	21.00
	TOTAL BANK CODE: 40208	21.00
	TOTAL VENDOR CASH CASH	21.00
VENDOR CODE: DEKCOM DEKIND COMPUTER CONSULTANTS		
BANK CODE: 40208		
38738	2 SCANSNAP SCANNERS/ RECORDS DESKS	614.69
	TOTAL BANK CODE: 40208	614.69
	TOTAL VENDOR DEKCOM DEKIND COMPUTER CONSULTANTS	614.69
VENDOR CODE: DOOTEC DOOR TECH OF ANTIOCH		
BANK CODE: 40208		
LV17071	BUILDING #2/ DOOR #2 REPLACE BOTTOM ROL	135.50
	TOTAL BANK CODE: 40208	135.50
	TOTAL VENDOR DOOTEC DOOR TECH OF ANTIOCH	135.50
VENDOR CODE: EMPBENCOR EMPLOYEE BENEFITS CORPORATION		
BANK CODE: 40208		
4428756	04/01/2024 MINIMUM FEES	120.00
	TOTAL BANK CODE: 40208	120.00
	TOTAL VENDOR EMPBENCOR EMPLOYEE BENEFITS CORPORATIC	120.00
VENDOR CODE: EVOWAT EVOQUA WATER TECHNOLOGIES LLC		
BANK CODE: 40208		
906424650	BIOXIDE	3,880.50
	TOTAL BANK CODE: 40208	3,880.50
	TOTAL VENDOR EVOWAT EVOQUA WATER TECHNOLOGIES LLC	3,880.50

User: CDENZEL

EXP CHECK RUN DATES 04/16/2024 - 05/06/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: FACMOTPAR FACTORY MOTOR PARTS CO.		
BANK CODE: 40208		
1-9626470	TRUCK 11	1,441.00
TOTAL BANK CODE: 40208		1,441.00
TOTAL VENDOR FACMOTPAR FACTORY MOTOR PARTS CO.		1,441.00
VENDOR CODE: FRO FRONTLINE PUBLIC SAFETY SOLUTIONS		
BANK CODE: 40208		
FL36160	TRAINING	2,200.00
TOTAL BANK CODE: 40208		2,200.00
TOTAL VENDOR FRO FRONTLINE PUBLIC SAFETY SOLUTIONS		2,200.00
VENDOR CODE: GAGLAK GAGES LAKE AUTO OF LAKE VILLA		
BANK CODE: 40208		
112225	TRUCK # 15	90.00
TOTAL BANK CODE: 40208		90.00
TOTAL VENDOR GAGLAK GAGES LAKE AUTO OF LAKE VILLA		90.00
VENDOR CODE: GEWHAM GEWALT HAMILTON ASSOCIATES, INC.		
BANK CODE: 40208		
5875.010-9	GRASS LAKE RD SIDEWALK DESIGN ENGINEERIN	1,050.00
5875.100-9	GRAND AVE SW PH I/ PROJECT 5875.100	4,501.00
TOTAL BANK CODE: 40208		5,551.00
TOTAL VENDOR GEWHAM GEWALT HAMILTON ASSOCIATES, INC		5,551.00
VENDOR CODE: GILFOR GILLESPIE FORD		
BANK CODE: 40208		
45352	SQUAD 271	56.29
45250	TRUCK 18	282.38
TOTAL BANK CODE: 40208		338.67
TOTAL VENDOR GILFOR GILLESPIE FORD		338.67
VENDOR CODE: HAWINC HAWKINS, INC.		
BANK CODE: 40208		
6732481	CHLORINE CYLINDER	40.00
TOTAL BANK CODE: 40208		40.00
TOTAL VENDOR HAWINC HAWKINS, INC.		40.00
VENDOR CODE: HERBRO HERMAN BROTHERS		
BANK CODE: 40208		
21845	TRUCK # 15	151.20
TOTAL BANK CODE: 40208		151.20

User: CDENZEL

EXP CHECK RUN DATES 04/16/2024 - 05/06/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: HERBRO HERMAN BROTHERS		
	TOTAL VENDOR HERBRO HERMAN BROTHERS	151.20
VENDOR CODE: HOMELE HOMESTEAD ELECTRICAL CONTRACTING LL		
BANK CODE: 40208		
16248	MONAVILLE LIFT STATION- 03-04-2024 / LIG	624.00
	TOTAL BANK CODE: 40208	624.00
	TOTAL VENDOR HOMELE HOMESTEAD ELECTRICAL CONTRACTIN	624.00
VENDOR CODE: IPS INTEGRATED PEST SOLUTIONS LLC		
BANK CODE: 40208		
00205	WILDLIFE SERVICES- LEHMANN	600.00
	TOTAL BANK CODE: 40208	600.00
	TOTAL VENDOR IPS INTEGRATED PEST SOLUTIONS LLC	600.00
VENDOR CODE: JGUNI J.G. UNIFORMS		
BANK CODE: 40208		
129477	LV POLICE STAR PATCHES	205.49
128934	BLUE VEST COVER	240.49
	TOTAL BANK CODE: 40208	445.98
	TOTAL VENDOR JGUNI J.G. UNIFORMS	445.98
VENDOR CODE: LAKINT LAKESIDE INTERNATIONAL TRUCKS		
BANK CODE: 40208		
2335143P	TRUCK 3	74.35
	TOTAL BANK CODE: 40208	74.35
	TOTAL VENDOR LAKINT LAKESIDE INTERNATIONAL TRUCKS	74.35
VENDOR CODE: LAKLAR LAKELAND/LARSEN		
BANK CODE: 40208		
193310	MONTHLY ELEVATOR MAINTENANCE	202.38
	TOTAL BANK CODE: 40208	202.38
	TOTAL VENDOR LAKLAR LAKELAND/LARSEN	202.38
VENDOR CODE: LEAONL LEADS ONLINE		
BANK CODE: 40208		
410413	ONLINE INVESTIGATION SYSTEM SERVICES PAC	2,685.00
	TOTAL BANK CODE: 40208	2,685.00
	TOTAL VENDOR LEAONL LEADS ONLINE	2,685.00
VENDOR CODE: MESIM M.E. SIMPSON COMPANY, INC		
BANK CODE: 40208		

User: CDENZEL

EXP CHECK RUN DATES 04/16/2024 - 05/06/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: MESIM M.E. SIMPSON COMPANY, INC		
BANK CODE: 40208		
42257	WATER DISTRIBUTION SYSTEM LEAK DETECTION	4,700.00
TOTAL BANK CODE: 40208		4,700.00
TOTAL VENDOR MESIM M.E. SIMPSON COMPANY, INC		4,700.00
VENDOR CODE: MIDAMERI MID AMERICAN WATER		
BANK CODE: 40208		
269333W	STORM SEWER	101.00
TOTAL BANK CODE: 40208		101.00
TOTAL VENDOR MIDAMERI MID AMERICAN WATER		101.00
VENDOR CODE: MIDHOO MIDWEST HOOK N CHAIN		
BANK CODE: 40208		
0050	NITRIL GLOVES	320.00
0049	LOCKOUT KITS	296.89
TOTAL BANK CODE: 40208		616.89
TOTAL VENDOR MIDHOO MIDWEST HOOK N CHAIN		616.89
VENDOR CODE: MOTSOL MOTOROLA SOLUTIONS, INC.		
BANK CODE: 40208		
8281878075	#279 MTIK CONF KIT/ VIDEO EQPMNT	6,043.00
TOTAL BANK CODE: 40208		6,043.00
TOTAL VENDOR MOTSOL MOTOROLA SOLUTIONS, INC.		6,043.00
VENDOR CODE: NICOR NICOR GAS		
BANK CODE: 40208		
04172024-5469	141 BELMONT AVE- WELL HOUSE	40.66
04172024-1446	910 PARK AVE	29.69
04172024-3343	1509 OAKLAND DR- LIFT STATION	57.30
04172024-7099	ES OAK KNOLL RD- END OF RD	188.26
TOTAL BANK CODE: 40208		315.91
TOTAL VENDOR NICOR NICOR GAS		315.91
VENDOR CODE: NORILPOL NORTHERN IL POLICE ALARM SYSTEM		
BANK CODE: 40208		
15279	NIPAS MEMBERSHIP ASSESMENT	5,700.00
TOTAL BANK CODE: 40208		5,700.00
TOTAL VENDOR NORILPOL NORTHERN IL POLICE ALARM SYST		5,700.00
VENDOR CODE: OTTDIN OTTOSEN DINOLFO HASENBALG & CASTALD		
BANK CODE: 40208		
157869	TIF LEGAL FEES	220.00

User: CDENZEL

EXP CHECK RUN DATES 04/16/2024 - 05/06/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: OTTDIN OTTOSEN DINOLFO HASENBALG & CASTALD		
BANK CODE: 40208		
TOTAL BANK CODE: 40208		220.00
TOTAL VENDOR OTTDIN OTTOSEN DINOLFO HASENBALG & CAS		220.00
VENDOR CODE: PAYPAY PAYLOCITY PAYROLL		
BANK CODE: 40208		
INV1987096	MARCH 2024 WEB TIME USAGE	233.16
TOTAL BANK CODE: 40208		233.16
TOTAL VENDOR PAYPAY PAYLOCITY PAYROLL		233.16
VENDOR CODE: POMPS POMP'S TIRE SERVICE		
BANK CODE: 40208		
2100011428	SQUAD 271	335.82
TOTAL BANK CODE: 40208		335.82
TOTAL VENDOR POMPS POMP'S TIRE SERVICE		335.82
VENDOR CODE: RAYOHE RAY O'HERRON CO., INC		
BANK CODE: 40208		
3198744	UNIFORM ALLOWANCE- NIPAS ARMOR	3,738.25
TOTAL BANK CODE: 40208		3,738.25
TOTAL VENDOR RAYOHE RAY O'HERRON CO., INC		3,738.25
VENDOR CODE: REIINC REINDERS INC.		
BANK CODE: 40208		
2945899-00	ROUNDUP/ ATHLETIC FAIRWAY SEED MIX	1,078.00
TOTAL BANK CODE: 40208		1,078.00
TOTAL VENDOR REIINC REINDERS INC.		1,078.00
VENDOR CODE: RUSPOW RUSSO POWER EQUIPMENT		
BANK CODE: 40208		
SPI20600697	BUCKET TRUCK	254.00
SPI20600698	IKES TANK CLEANER	15.99
SPI20605096	STRAW BLANKET/ 50 LB GREAT LAKES MIX	224.95
TOTAL BANK CODE: 40208		494.94
TOTAL VENDOR RUSPOW RUSSO POWER EQUIPMENT		494.94
VENDOR CODE: SAFTRA SAFETY TRAINERS, INC.		
BANK CODE: 40208		
24-0424A	AED MAINT PROGRAM0101	60.00
TOTAL BANK CODE: 40208		60.00



User: CDENZEL

EXP CHECK RUN DATES 04/16/2024 - 05/06/2024

DB: Lake Villa

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

INVOICE NUMBER	DESCRIPTION	AMOUNT
VENDOR CODE: SAFTRA SAFETY TRAINERS, INC.		
	TOTAL VENDOR SAFTRA SAFETY TRAINERS, INC.	60.00
VENDOR CODE: STREICH STREICHER'S		
BANK CODE: 40208		
11690822	UNIFORM ALLOWANCE- NEW HIRE ARMOR	2,705.96
	TOTAL BANK CODE: 40208	2,705.96
	TOTAL VENDOR STREICH STREICHER'S	2,705.96
VENDOR CODE: TESASS TESKA ASSOCIATES, INC.		
BANK CODE: 40208		
14178	LAK24-21 / MARKETING SHEETS	2,212.50
14203	LAK 15-63 CONTINUING SERVICES	1,795.92
	TOTAL BANK CODE: 40208	4,008.42
	TOTAL VENDOR TESASS TESKA ASSOCIATES, INC.	4,008.42
VENDOR CODE: VERWIR VERIZON WIRELESS		
BANK CODE: 40208		
9959367456	FEB 17- MAR 16	660.90
9961860245	MAR 17- APR 16	880.70
	TOTAL BANK CODE: 40208	1,541.60
	TOTAL VENDOR VERWIR VERIZON WIRELESS	1,541.60
GRAND TOTAL:		63,566.08

**DATE:** April 22, 2024  
**TO:** Mayor James McDonald and Board of Trustees  
**FROM:** Michael Strong, Village Administrator  
**RE:** 800 Tower Drive – Dunkin’ Donuts Planned Development

<u>Property Owner</u>	<u>Property Location</u>	<u>Zoning District</u>
C&T Fox Trot, LLC 36938 N Kimberwick Lane Wadsworth, IL 60083	Northwest Corner – Tower Drive & Grass Lake Road	Suburban Business (SB)
<b>Petitioner and/or Contract Purchaser:</b>	JSN Network c/o Suresh Patel 1180 Heather Drive Lake Zurich, IL 60047	
	MRV Architects 5105 Tollview Drive; Suite 197 Rolling Meadows, IL 60008	
<b>Representatives:</b>	Suresh Patel, Owner Mario Valentini, Principal	
<b>Site Location:</b>	800 Tower Drive	

**Requested Action(s)**

1. Final Plat/Plan Approval for Phase 3 of the Lake Tower Crossing Planned Development (Amendment to Existing Conditional Use Permit)

**Project Background and Summary**

The Subject Property, located in the northwest corner of the Tower Crossing Development at of the Deep Lake Road and Grass Lake Road, is comprised of a 0.81 acre undeveloped site with access to Tower Drive to the east. The property is currently zoned Suburban Business (SB).

The Applicant is proposing a single-story multi-tenant commercial space with an anchor combination sit-down and drive-through Dunkin restaurant (“Project”) on the Subject Property. The Preliminary PUD for the Property was approved on November 6, 2023 via Ordinance 2023-11-01.



Map source: Lake County GIS

On January 12, 2024 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 February 29, 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 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 April 18, 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 and the Final Plat for the Project.

**Staff Analysis – Final Plat and PUD for 800 Tower Drive** – *Please reference to the attached documents as reference.*

The request is for an amendment to the existing conditional use permit was preliminary approved by the Village Board on November 6, 2023 via Ordinance 2023-11-01. 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 801 Tower Drive indicated the following conditions, outside of general conformance to improvements proposed in the approved plans, for Final PUD approval:

1. Detention Basin to be constructed by the Petitioner to serve the Dunkin Parcel and the Lake Tower Crossing Planned Development. ✓ **(Note: This condition is waived, as it is no longer necessary to provide stormwater management for the proposed development to the east at 802 Tower Drive).**
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. ✓ **(Note: No external agency permits are required for this project)**

Generally, there are no major changes that are proposed for the Site Plan from the approved Preliminary PUD to the submitted Final PUD.

**Planning and Plat Comments:**

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

**Engineering Comments:**

- The Village Engineer noted that adjustments are still needed on the final plans to address the water main material details and specifications, and utility connections. The Village received a revised Civil Drawing on April 15, 2024 to address the remaining open comments. The Village Engineer will work with the Developer to ensure that the revised drawings are addressed prior to permit issuance.

Fire District Comments:

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

Landscaping/Signage Comments:

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

Stormwater Comments:

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

**Action Requested**

As the Final PUD and Plat Application, and associated documents are substantially conforming to the Preliminary PUD, the PCZBA unanimously recommended approval of the Final PUD for 800 Tower Drive during their regular meeting on April 18, 2024.

The Village Board may consider the following options relative to the Applicant's request, and PCZBA 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 Granting Final Approval for the Startling Senior Apartments Development
2. Copy of Final Plan set for the Development

04/05/24  
04/12/24  
04/18/24  
05/01/24

VILLAGE OF LAKE VILLA

---

ORDINANCE NO. 2024-\_\_-\_\_

AN ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL  
FOR AN AMENDED CONDITIONAL USE PERMIT  
FOR A MIXED USE PLANNED DEVELOPMENT FOR  
PART OF LAKE TOWER CROSSING, PHASE 3,  
AS PREVIOUSLY APPROVED BY ORDINANCE NO. 2020-07-07, AND  
FINAL APPROVAL OF AN ADDITIONAL CONDITIONAL USE PERMIT FOR  
A COMBINED DUNKIN SIT-DOWN AND DRIVE-THROUGH RESTAURANT  
AND ADDITIONAL RETAIL SPACE AT 800 TOWER DRIVE

---

ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF LAKE VILLA, ILLINOIS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

---

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

AN ORDINANCE GRANTING FINAL PLANNED DEVELOPMENT APPROVAL  
FOR AN AMENDED CONDITIONAL USE PERMIT  
FOR A MIXED USE PLANNED DEVELOPMENT FOR  
PART OF LAKE TOWER CROSSING, PHASE 3,  
AS PREVIOUSLY APPROVED BY ORDINANCE NO. 2020-07-07, AND  
FINAL APPROVAL OF AN ADDITIONAL CONDITIONAL USE PERMIT FOR  
A COMBINED DUNKIN SIT-DOWN AND DRIVE-THROUGH RESTAURANT  
AND ADDITIONAL RETAIL SPACE AT 800 TOWER DRIVE

WHEREAS, the Village of Lake Villa (the “Village”) has received an application from JSN Network, Inc. on behalf of the Petitioner, Lake Villa Real Estate, LLC, requesting final planned development approval of an amended Conditional Use Permit for a portion of the Lake Tower Crossing, Phase 3 development and final approval of an additional Conditional Use Permit for a combination sit-down and drive-through Dunkin restaurant (sometimes referred to herein as the “Project” or as the “Dunkin Parcel CUP”) for the property commonly known as 800 Tower Drive, Lake Villa, IL 60046 (P.I.N. 02-28-201-179), which is a .81-acre parcel sometimes hereinafter referred to as the “Dunkin Parcel”; and

WHEREAS, C&T Fox Trot, LLC is the owner of the Dunkin Parcel and Lake Villa Real Estate, LLC is the contract purchaser and the proposed developer of the Dunkin Parcel; and

WHEREAS, for the purpose of this Ordinance and the additional Conditional Use Permit which is herein granted, the term “Petitioner” shall mean not only Lake Villa Real Estate, LLC but also the successors and/or assigns of Lake Villa Real Estate, LLC and shall not refer to the present owner of the Dunkin Parcel, which is C & T Fox Trot, LLC; and

WHEREAS, the Dunkin Parcel is located within the corporate limits of the Village of Lake Villa, is under single ownership and/or unified control by the Petitioner, is generally located at the Southwest corner of Grass Lake Road and Tower Drive and is commonly known as 800 Tower Drive,

and consists of approximately .81 acres, more or less, and is zoned and classified as part of the Village's SB (Suburban Business) Zoning District; and

WHEREAS, the Petitioner is requesting the Village's final planned development approval to amend that portion of the existing Conditional Use Permit as previously amended by Ordinance No. 2020-07-07 relative to the Dunkin Parcel and final approval of an additional Conditional Use Permit for a combination sit-down and drive-through Dunkin restaurant, in order to authorize the construction, operation and maintenance in good condition of an approximately 3,900 square foot single-story commercial building which shall include a Dunkin restaurant of approximately 2,100 square feet which would also include a drive-through, as well as one additional commercial and/or retail tenant space of approximately 1,800 square feet within the same building, with not less than the aggregate amount of parking as required by the Zoning Regulations of the Village (the "Project"); and

WHEREAS, the Petitioner's Application was referred to the Village's Plan Commission, and the Plan Commission held a public hearing on October 19, 2023, at 7:00 p.m. pursuant to notice duly published in the *Daily Herald*, a newspaper of general circulation within the Village of Lake Villa, said publication occurring not more than thirty (30) days, nor less than fifteen (15) days, prior to the public hearing, and mailed and posted notices were also provided as required by law; and

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

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

1. The proposed additional Conditional Use Permit for the Dunkin Parcel is consistent with the particular physical surroundings of the Dunkin Parcel, the properties in the general vicinity thereof, and the historical use of the Dunkin Parcel, and that the granting of certain relief from the Village's Zoning Regulations will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Dunkin Parcel, and that such additional Conditional Use Permit and exceptions requested by the Petitioner are consistent with the general purpose and intent of the Lake Villa Zoning Regulations.
2. The proposed additional Conditional Use Permit for the Dunkin Parcel of the Lake Tower Crossing PUD-Phase 3 is consistent with the objectives of the Village's Comprehensive Plan.
3. The proposed additional Conditional Use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.
4. The proposed additional Conditional Use will not significantly diminish the safety, use and enjoyment of surrounding property.
5. The proposed additional Conditional Use will be adequately served by essential public facilities and services such as streets, police and fire service, drainage, and refuse disposal, or such services will be provided by the Petitioner at the Petitioner's sole expense.
6. The proposed additional Conditional Use will not create excessive additional requirements at public expense for public facilities and service and will not be detrimental to the economic welfare of the community.
7. The proposed additional Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
8. The proposed additional Conditional Use will provide vehicular access to the Dunkin Parcel designed so that such use does not create any interference with traffic on surrounding public thoroughfares.
9. The proposed additional Conditional Use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.
10. The proposed additional Conditional Use complies with all additional regulations in this Ordinance specific to the Conditional Use Permit requested.
11. The proposed additional Conditional Use will be consistent with the existing uses on and the existing zoning of nearby properties.
12. Property values will not be diminished by the particular zoning restrictions at issue or by granting of the proposed additional Conditional Use.
13. The value of the Petitioner's property will not be diminished by the requested additional Conditional Use and will promote the general health, safety, and welfare.



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

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

and

WHEREAS, the Corporate Authorities of the Village have determined that the requested additional Conditional Use Permit for the Lake Tower Crossing PUD-Phase 3 related to the Dunkin Parcel is consistent with the particular physical surroundings of the Dunkin Parcel, will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Dunkin Parcel, and any requested exceptions herein approved by the Village for the Project are consistent with the general purpose and intent of the Zoning Regulations; and

WHEREAS, the Mayor and Board of Trustees have also considered each of the standards for planned development approval for the Project and hereby find that each applicable standard will be met; and

WHEREAS, the Dunkin Parcel is part of and subject to an existing Mixed Use Planned Development as authorized by Village Ordinance No. 2020-07-07, and therefore, the following criteria were also considered by the Plan Commission and Board of Trustees in granting final approval of the additional Conditional Use Permit for the Dunkin Parcel as herein granted:

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

WHEREAS, the general and specific requirements for an additional Conditional Use Permit for the Dunkin Parcel CUP to authorize the Project will be met by the express conditions of this Ordinance; and

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

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 same are incorporated into this Ordinance as findings of fact to the same extent as if each had been set forth herein in its entirety.

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

SECTION 3: ORDINANCES PREVIOUSLY GRANTING AND/OR AMENDING CONDITIONAL USE PERMITS. Ordinances previously approved by the Village for the Lake Tower Crossing Mixed Used Planned Development, which development consists of several parcels, which ordinances are identified as Village of Lake Villa Ordinance Nos. 2005-04-04, 2007-02-03, 2007-02-04, and 2020-07-07, shall remain in full force and effect except as previously modified by the Village and/or as modified herein with respect to the Dunkin Parcel to authorize the Project.

SECTION 4: FINAL APPROVAL GRANTED FOR THE ADDITIONAL CONDITIONAL USE PERMIT TO AUTHORIZE THE PROJECT ON THE DUNKIN PARCEL AS WELL AS FURTHER AMENDMENTS TO THE EXISTING MIXED USE PLANNED DEVELOPMENT, SUBJECT TO CONDITIONS AS SET FORTH IN THIS ORDINANCE. Final approval of an additional Conditional Use Permit is hereby granted to the Petitioner and its successors and/or assigns for the Dunkin Parcel commonly referred to as 800 Tower Drive to authorize the construction, operation and maintenance in good condition of an approximately 3,900 square foot single-story commercial building which will include a combination sit-down and drive-through Dunkin restaurant

of approximately 2,100 square feet as well as additional commercial and/or retail tenant space of approximately 1,800 square feet, along with parking for motor vehicles (hereinafter sometimes collectively referred to as the “Project” or as the “Dunkin Parcel CUP” or as the “additional Conditional Use Permit”), all subject to the timely and continued compliance by the Petitioner and by its successors and assigns with the 2024 Approved Final Plans (Group Exhibit B) which are attached hereto and thereby made a part hereof, subject to the timely and continued compliance by the Petitioner and by its successors and assigns with the terms, conditions, and restrictions as set forth herein.

SECTION 5: USES PERMITTED AND CONDITIONS THERETO.

- (A) Uses Permitted: The uses which may be permitted to be established, operated and maintained on the Dunkin Parcel shall be:
1. The construction, operation and maintenance in good condition of an approximately 3,900 square foot single-story commercial building which will include a combination sit-down and drive-through Dunkin restaurant of approximately 2,100 square feet, as well as additional commercial and/or retail tenant space of approximately 1,800 square feet within the same building, along with required vehicle parking for such uses (hereinafter collectively referred to as the “Project” or as the ”Dunkin Parcel CUP” or the “additional Conditional Use Permit”), which shall be constructed in compliance with the 2024 Approved Final Plans which are attached hereto as Group Exhibit B and thereby made a part hereof (hereinafter sometimes referred to as the “2024 Approved Final Plans”).
  2. Those uses which are permitted by right from time to time in the Lake Villa SB Zoning District.
- (B) Condition Precedent: The final approvals as provided in this Ordinance are specific to Lake Villa Real Estate, LLC which is the contract purchaser of the Dunkin Parcel, its successors and/or assigns, and upon Lake Villa Real Estate, LLC acquiring title to the Dunkin Parcel and providing a copy of the respective recorded deed for such acquisition to the Village. Should Lake Villa Real Estate, LLC fail to acquire title to the Dunkin Parcel, which is the subject of this Ordinance, this Ordinance shall be null and void and of no further effect. No construction or site modifications shall be permitted to commence on the Dunkin Parcel until this condition is satisfied.
- (C) 2024 Approval Final Plans (Group Exhibit B):
- (1) The Dunkin Parcel and the Project thereon shall be improved, operated, and maintained in good condition in substantial compliance with this Ordinance and Ordinance No. 2020-

07-07, and the additional Conditional Use for the Project on the Dunkin Parcel shall be established, operated, and thereafter maintained in good condition in substantial compliance with the 2024 Approved Final Plans (Group Exhibit B), provided however, to the extent that any exhibits attached to this Ordinance and/or attached to Ordinance No. 2020-07-07 are inconsistent or are in any way in conflict, the plans most recently approved by the Village Administrator, or his designee, or by an amendment to this Ordinance approved by ordinance of the Corporate Authorities of this Village, shall control and govern, provided, however, the approval of the Exhibits attached to this Ordinance as herein provided shall not constitute final approval for the purposes of issuance of building permits or WDO permits or for any other Village permits or approvals.

- (2) The additional Conditional Use Permit herein granted to the Petitioner and its successors and/or assigns for the Dunkin Parcel shall be subject to the timely and continued compliance by the Petitioner and by its successors and assigns with this Ordinance and implementation of the 2024 Approved Final Plans (Group Exhibit B) which are attached hereto and thereby made a part hereof and as the final planned development approval as herein provided, but such final planned development approval shall be subject to the timely and continued compliance by the Petitioner and by its successors and assigns with the terms, conditions, and restrictions as set forth in this Ordinance.
- (3) Notwithstanding anything in this Ordinance or in said 2024 Approved Final Plans (Group Exhibit B) to the contrary, the Village Administrator shall be authorized to approve minor modifications to the 2024 Approved Final Plans (Group Exhibit B) if he finds such minor modifications are consistent with the intent of this Ordinance, and the Mayor and Board of Trustees shall be authorized to approve major modifications to such 2024 Approved Final Plans (Group Exhibit B) without a further public hearing before the Lake Villa Plan Commission if they find that such major modifications are consistent with the intent of this Ordinance.

(D) Compliance with Applicable Laws: The additional Conditional Use Permit herein granted is and shall be subject to, and the Petitioner and its successors and assigns shall be required to comply with: (i) the applicable provisions of the Lake Villa Zoning Regulations, of the Lake Villa Subdivision Regulations, and of the Lake Villa Village Code as amended from time to time; and (ii) the Lake County Watershed Development Ordinance as adopted by the Village of Lake Villa, as well as all applicable laws and regulations of the State of Illinois and all other applicable local, County, State, and federal laws and regulations, including but not limited to all applicable health and sanitation regulations of the Illinois Department of Public Health, Lake County Board of Health, and all other applicable state and federal agencies.

(E) Vehicular Access to the Dunkin Parcel; Parking:

1. Vehicular Access: Ingress and egress by vehicles to and from the Project on the Dunkin Parcel shall be restricted to that shown on the 2024 Approved Final Plans attached hereto as 2024 Group Exhibit B, but the access to and from Deep Lake Road and Grass Lake Road shall be subject to approval by the Lake County Division of Transportation ("LCDOT"), provided, however, any changes to the approved ingress and egress may be

approved administratively by the Village Administrator, or his designee, to accommodate comments received from or modifications approved by LCDOT.

2. Parking: Parking for the Project shall be provided as shown on the 2024 Approved Final Plans.

(F) Refuse Enclosures: Refuse enclosures which shall be constructed and maintained in good condition on the Dunkin Parcel and shall be constructed of wood or other approved material compatible with the approved architecture of the buildings, in substantial compliance with plans therefor and at locations which shall be approved in advance in writing by the Village Administrator, or his designee.

(G) Street Lights: Prior to the issuance of any final occupancy permit for the Project, the Petitioner or its successors and/or assigns shall, at the sole cost and expense of the Petitioner and its successors and/or assigns, install and maintain in good condition street lights on Tower Drive in the Village right-of-way in substantial compliance with the plans therefor which are attached to and made part of Ordinance No. 2020-07-07.

(H) Signage and Site Lighting:

1. An exception is hereby granted to the Petitioner and to its successors and assigns to allow the installation of three (3) signs for the primary business on the Dunkin Parcel. Signage on the Dunkin Parcel shall be installed in compliance with the Master Sign Plan which is attached hereto as part of Group Exhibit B, provided, however, administrative amendments to which Master Sign Plan may be authorized, subject to the prior written approval by the Village Administrator, or his designee, but only on the condition that any proposed amendments shall provide consistency among tenants and architectural compatibility with the commercial building to be constructed on the Dunkin Parcel as determined by and approved in writing in advance by said Village Administrator, or his designee, and/or by the Village's architectural consultant.

2. Lighting shall be installed on the Dunkin Parcel in general compliance with the Photometric Plan attached hereto as part of Group Exhibit B, and shall be subject to final approval by the Village Administrator, or his designee.

3. Except as otherwise expressly provided herein, any exception to or variation from any of the conditions of this Ordinance shall require an amendment to this Ordinance.

(I) Fire Protection: The Petitioner or its successors and assigns shall provide smoke detectors and fire suppression for the building proposed to be constructed on the Dunkin Parcel in substantial compliance with the 2024 Approved Final Plans which are attached hereto as Group Exhibit B.

(J) Water, Storm Sewer, and Sanitary Sewer Service Connections: Subject to the other provisions of this Ordinance, the Petitioner or its successors and assigns, at their sole cost and expense, will be permitted to extend the Village's water supply system to the Dunkin Parcel and to connect the new building to be constructed on the Dunkin Parcel to the Village's municipal potable water distribution system, storm sewers, and sanitary sewer system (hereinafter sometimes referred to as the "public municipal facilities") at location(s) approved in advance in writing by the Village Administrator, all pursuant to and in accordance with the applicable

provisions of the Village of Lake Villa Village Code, and in substantial compliance with the 2024 Approved Final Plans attached hereto and made a part hereof as Group Exhibit B, and in substantial compliance with final engineering plans and specifications which are attached hereto as part of Group Exhibit B. The Petitioner or its successors and assigns shall also extend the Village's sanitary sewer to the Dunkin Parcel at the sole cost and expense of the Petitioner or its successors and assigns, and shall pay all required permit fee(s) and/or connection (tap-on) charge(s) as required by the applicable provisions of the Lake Villa Village Code from time to time, at the time of such extension and connection. The Petitioner or its successors and assigns shall also be obligated to pay such other connection charges and/or tap-on fees as may be payable to other applicable governmental jurisdictions, including but not limited to those respectively payable to and required from time to time by Lake County, Fox Lake, and the Central Lake County Joint Action Water Agency ("CLCJAWA") prior to commencing construction on such respective connection(s).

(K) Easements: The Dunkin Parcel shall be subject to such blanket water, sanitary sewer, storm sewer, drainage, access and maintenance easements in favor of the Village, all of which shall be approved in writing in advance by the Village Administrator, or his designee, and the location of such blanket easements shall be approved by the Village Engineers and the Village Board, and thereafter recorded, and the language of such blanket easements shall be approved by the Village Attorney prior to the execution and recording of said documents. Such easements shall be designated as "Village Easements," and shall be further designated for purposes as appropriate in each case, and such easements are to be kept free of shrubbery, fences and all other structures, except as may be approved by the Village Administrator, or by his designee.

(L) Landscaping, Tree Preservation:

1. All landscaping to be installed on the Dunkin Parcel shall comply with the approved final Landscape Plan and shall be in substantial compliance with the 2024 Approved Final Plans which shall be generally consistent with the landscape standards of the Lake Villa Village Code. Any minor changes to the approved final Landscape Plan may be approved by the Village Administrator, and major changes in the approved final Landscape Plan may be approved by the Village Board but no further hearing before the Plan Commission shall be required for any such change(s).
2. An exception from the provisions of the landscape regulations of the Village of Lake Villa Village Code is hereby granted to the Petitioner to eliminate the requirement for canopy trees due to the lack of appropriate space for such trees on the Dunkin Parcel.
3. All planting of trees, shrubs, ground cover, perennials, sod, and other vegetation shall be performed at an appropriate time of year.

(M) Engineering Plans and Specifications:

1. As a condition precedent to the Village's final approval of the additional Conditional Use Permit for the Project, prior to the commencement of any construction on the Dunkin Parcel, the final engineering plans for the Project, including final plans for stormwater management improvements consistent with the Lake County Watershed Development

Ordinance as adopted by the Village, shall be subject to Village review and written approval by the Mayor or by the Village Administrator, as the Mayor's designee, by the Village Engineers and by the Village's Stormwater Consultant, all prior to the Village's issuance of any permit(s) for the Project and shall include any modifications required by this Ordinance and/or by any of such approvals.

2. Prior to the issuance of any permit for the proposed construction on the Dunkin Parcel, the Petitioner or its successors and assigns shall cause the modification of the Stormwater Detention Easement shown on the Final Plat for the Lake Tower Crossing Planned Unit Development, Phase 2, which was recorded of May 1, 2008 as Document No. 6340408 to accommodate the Detention Area proposed on the Southerly portion of Lot A.
3. Prior to the commencement of any site excavation on the Dunkin Parcel:
  - (a) final engineering plans and specifications for the Project, including but not limited to specifications for site grading, soil erosion and sedimentation control, storm drainage, driveways, parking areas, signage, and lighting, all in compliance with all applicable ordinances of the Village (including but not limited to this Ordinance) shall be submitted to and approved in writing in advance by the Mayor or by the Village Administrator, as the Mayor's designee, including but not limited to topographic information to indicate drainage contours and existing storm sewers; and
  - (b) the Petitioner or its successors and assigns shall also have obtained all of the respective permits and approvals required for the proposed improvements for the Project as required by all applicable ordinances of the Village.
4. Sidewalks shall be installed by the Petitioner or by its successors and assigns, at their sole cost and expense, all as shown on and in compliance with the 2024 Approved Final Plans (Group Exhibit B). Any sidewalks on, adjacent to, or connected to the Dunkin Parcel, shall be installed and thereafter maintained by the Petitioner or by its successors and/or assigns in good condition at their sole cost and expense.
5. Except as expressly provided herein, relative to the Dunkin Parcel, the Petitioner and its successors and assigns shall fully comply in a timely manner with the review comments received from the Village's consultants.

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



Petitioner, its successors and/or assigns shall install and thereafter maintain in good condition such approved screening.

(O) Vacation of a Portion of Tower Drive: Tower Drive adjacent to the Property was previously vacated by the Village, but prior to the issuance of the building permit for the Project, the Petitioner shall reconvey the West half of vacated Tower Drive back to the Village by quit claim deed, which deed shall be recorded by the Village with the Lake County Recording Division, in consideration for which conveyance to the Village, the Village shall maintain said parcel and provide snowplowing and ice control as a public Village street to the same level as provided by the Village for other streets in the Village.

(P) Security for Certain Improvements:

1. Prior to the issuance of any site development permit, any watershed development permit or other permit for the additional Conditional Use for the Project as herein granted, the Petitioner or its successors and assigns shall be required to cause an irrevocable letter of credit to be established in the Village's favor and provided to the Village in such amount as determined by the Village Engineer, or his designee, and such letter of credit shall be in such form as approved by the Village Attorney to assure that adequate funds will be available to the Village to complete the required improvements, if any, if the Petitioner or its successors and assigns shall fail to do so. The amount of such letter of credit, if any, may be reduced from time to time for improvements completed to date; provided, however, that each reduction shall be approved in writing in advance by the Village Board, or by their designee, and in no event shall such letter of credit be reduced below that amount required to complete all remaining work on improvements within or related directly or indirectly to the additional Conditional Use as herein granted for the Project and to provide the required reserve for maintenance and other contingencies as described in such letter of credit. Public improvements for the purposes of this Ordinance shall not only include improvements which will be owned by and/or dedicated to the Village, but shall also include the repair and repaving of Tower Drive, and landscaping required pursuant to the approved final Landscape Plan, any other improvements which are required to comply with all applicable ordinances of the Village, and also all required erosion control and stormwater management improvements as required by the applicable ordinances of the Village and by the Lake County Watershed Development Ordinance.
2. The amount of the letter of credit shall be an amount determined by the Village Engineer to be approximately equal in the aggregate to one hundred twenty-five percent (125%) of the estimated cost of the required improvements which must be completed by the Petitioner or by its successors and assigns within two (2) years, as well as the cost of the maintenance thereof. The letter of credit shall include sums sufficient to construct all "required improvements" which shall include but not be limited to any required improvements to the Village's sanitary sewer system, the storm water system, potable water distribution system, street improvements, lighting, landscaping, and any other required improvements as described in this Ordinance, all as generally depicted on the 2024 Approved Final Plans. The letter of credit shall also include amounts for the costs of completion and maintenance of the required improvements, including amounts for inflation and contingencies, until such required improvements are approved and/or accepted by the Village.

3. Such letter of credit shall provide, among other things, that any part or all of the funds available pursuant to the letter of credit may, at the sole discretion of the Village, be drawn by the Village at any time or times provided that the Village shall have first determined that the Petitioner or its successors and assigns has defaulted in any of their obligations hereunder or that the Petitioner or its successors and assigns has failed to complete any of the improvements secured thereunder within the time specified.
4. In addition to the funds available pursuant to the letter of credit, the Petitioner and by its successors and assigns shall remain obligated to maintain in good condition, replace and repair all improvements required and/or authorized by this Ordinance in order that the requirements of this Ordinance and all ordinances of the Village are fully complied with.

(Q) Escrow for Village Costs and Expenses: The Petitioner and its successors and assigns shall be required to establish a cash escrow account held by the Village Treasurer in such amount(s) as determined by the Village Administrator from time to time to provide for the reimbursement to the Village for all staff and outside consultants' time required to review and approve any aspect of the development of the Dunkin Parcel, and any related documents or approvals, including engineering plans and specifications and inspections thereof. Charges will be made to the account for actual time spent by various staff members and/or for reasonable charges invoiced to the Village by the Village's outside consultants in connection with such reviews, approvals and inspections. If such an account becomes substantially depleted during the pendency of this matter, the Petitioner or its successors and assigns shall be required to make additional deposits from time to time in such amounts as determined by the Village Administrator to cover future expenses. Funds deposited into such escrow account, which remain after the development of the Dunkin Parcel is completed and closed out, shall be refunded to the Petitioner or to its successors and assigns after all outstanding invoices have been paid.

(R) General Conditions: The Village's grant of the additional Conditional Use Permit for the Dunkin Parcel as hereby approved shall be and is hereby expressly subject to the timely and continued compliance by the Petitioner, and its successor(s) and/or assign(s), with the terms, conditions, and restrictions of this Ordinance, and all applicable provisions of the Lake Villa Building Regulations and the other related provisions of the Lake Villa Zoning Regulations and/or the Lake Villa Village Code, as each may be amended from time to time, and all applicable Federal and State laws.

(S) Specific Conditions of Approval:

1. The Petitioner, and its successor(s) and assign(s), shall be required to establish, operate and maintain the Project on the Dunkin Parcel as herein approved in good repair and proper operating condition and in compliance with the applicable provisions of the Lake Villa Zoning Regulations, the Lake Villa Village Code, and this Ordinance; and
2. Neither the additional Conditional Use Permit for the Project on the Dunkin Parcel as herein approved, nor any part thereof, shall be operated or maintained in such a manner so as to have a substantial adverse impact on residents or properties in the vicinity thereof, and the Petitioner or its successors and assigns shall take all necessary steps to prevent and/or remedy any such adverse impacts; and

3. Village's Right to Suspend or Revoke Conditional Use Permit: Notwithstanding anything contained in this Ordinance to the contrary, if, at any time, the Mayor and Board of Trustees of the Village finds that the additional Conditional Use Permit for the Project as herein granted for the Dunkin Parcel, or any part thereof, has or have caused, is causing, or has or is contributing to any substantial adverse impact(s) on the surrounding area and/or to residents and/or properties in the vicinity, or on the public health and safety, and/or that the Petitioner and/or any of its successor(s) and/or assign(s) has violated any terms or conditions of this Ordinance, Ordinance No. 2020-07-07 as amended, and/or any applicable provisions of the Lake Villa Village Code and/or the Lake Villa Zoning Regulations in the establishment, operation, and/or maintenance of the additional Conditional Use Permit as herein granted for the Dunkin Parcel, the Petitioner and/or its successor(s) and/or assign(s) shall be sent written notice of said findings via Certified Mail, return receipt requested, advising the Petitioner or its successors and assigns that the Petitioner or its successors and assigns is required to bring the Project and the Dunkin Parcel, and/or the use thereof, into compliance with this Ordinance and any other applicable Village ordinances, and any and all applicable provisions of the Lake Villa Village Code and the Lake Villa Zoning Regulations, within thirty (30) days from the date of said notice, and the Petitioner or its successors and assigns may also request a hearing on such a request before the Mayor and Board of Trustees of the Village, or before the Village Administrator as their designee. If the Petitioner or its successors and assigns fails to bring the Dunkin Parcel and the Project into such compliance, the Mayor and Board of Trustees of the Village, or the Village Administrator, as their designee, may suspend or revoke said additional Conditional Use Permit after a thirty (30) day written notice has been sent to the Petitioner and to its successor(s) and assign(s), and after an opportunity to be heard by the Mayor and Board of Trustees or the Village Administrator as their designee has been given to the Petitioner and/or its successor(s) and/or assign(s) within said thirty (30) day period; and
4. Before commencement of any construction on the Dunkin Parcel, the Petitioner or its successors and/or assigns shall be required to secure all required permits and approvals from the LCDOT and/or the Village to authorize the construction of sidewalks in the Grass Lake Road right-of-way and in the Tower Drive right-of-way (West of Tower Drive) adjacent to the Dunkin Parcel, which sidewalks shall be constructed and completed by the Petitioner or by its successors and assigns at its sole cost and expense of the Petitioner or its successors and/or assigns before an occupancy permit is issued for any part of the Dunkin Parcel.

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

#### SECTION 6. MISCELLANEOUS PROVISIONS.

- (A) Binding Effect: The provisions of this Ordinance, including, without limitation, the proposed additional Conditional Use Permit herein granted, and all obligations, conditions, restrictions, limitations and rights related thereto, shall be binding upon and specific to the Petitioner and its

successors and assigns and to any corporation or LLC controlled by the Petitioner and its successors and assigns and binding upon any and all portions of the Dunkin Parcel. The benefits, burdens, rights, and obligations of the Petitioner and/or its successors and assigns under this Ordinance may be transferred in their entirety upon the conveyance of the title of the Dunkin Parcel to a new owner(s) of the Dunkin Parcel and/or by a party's written acceptance of the terms and conditions of this Ordinance, provided, however, all benefits, burdens, rights, and obligations of the Petitioner and of its successors and assigns under this Ordinance shall run with the title to the Dunkin Parcel and shall be binding upon the Petitioner and its successors and assigns. All obligations, conditions, restrictions, and limitations of the related to the Dunkin Parcel shall be jointly and severally binding upon, and inure to the benefit of the Petitioner and its successors and/or assigns and on the owner(s) of the Dunkin Parcel, and shall specifically be enforceable by the Village of Lake Villa against any and all of those parties.

- (B) Reimbursement to the Village for Out-of-Pocket Expenses: The Petitioner and its successors and assigns shall fully reimburse the Village for any out-of-pocket expenses incurred to date relative to the review by the Village and/or its consultants of any submittals provided by the Petitioner or by its successors and assigns with regard to the Dunkin Parcel and/or improvement(s) required for the Project, this Ordinance and any related expenses, including but not limited to any engineering and/or legal fees. The Petitioner or its successors and assigns shall also reimburse the Village for any additional out-of-pocket expenses hereafter incurred by the Village relative to this Ordinance and/or the uses herein authorized within thirty (30) days after being invoiced by the Village for same. Such reimbursement to the Village shall also include but not be limited to any out-of-pocket expenses incurred by the Village for investigation and/or enforcement of allegations of violation(s) of this Ordinance, but the Petitioner and its successors and assigns shall be liable for expenses of investigation and enforcement only if the Village Board or Village Administrator makes a finding that, based upon the results of such Village investigation, the alleged violation(s) were well-founded.
- (C) Amendment by Mutual Consent: The Village, by ordinance of its Corporate Authorities, and the Petitioner or its successors and assigns may by mutual consent agree in writing to amend the terms and conditions set forth in this planned development, but only after a public hearing before the Village's Plan Commission or the Zoning Board of Appeals, and no purported oral amendment shall be binding or enforceable.
- (D) Indemnification:
1. The Village agrees to cooperate with the Petitioner and its successors and assigns in defending any action which contests any aspect of this Ordinance. The Petitioner, for itself and for its successors and/or assigns agrees to and shall hold harmless and indemnify the Village, its elected and appointed officials, officers, employees, and other agents (the "Indemnified Village Parties") relative to any such actions and/or costs, claims, or expenses relative thereto, and all costs, including attorneys' fees, incurred by the Village in connection therewith shall be paid for by the Petitioner or by its successors and assigns or reimbursed to the Village by the Petitioner or by the successors and assigns of the Petitioner. The Village may require a reasonable deposit by the Petitioner or by its successors and assigns to cover any anticipated cost of such defense.
  2. The Petitioner, for itself and for its successors and assigns hereby undertakes and agrees, to the greatest extent permitted by law, to indemnify, defend, save and keep harmless the

Indemnified Village Parties from and against any loss, cost, damage, liability, claim or expense, including attorneys' fees, which any of the Indemnified Parties may suffer, incur or sustain from or arising out of any injuries to or death of any person or persons, or damage to or loss of any real or personal property, including but not limited to damage to the Dunkin Parcel and/or to the property of tenants or invitees of the tenants of said Dunkin Parcel, including but not limited to damages due to or resulting directly or indirectly from the Dunkin Parcel and/or any use and/or occupancy of the Dunkin Parcel, any violation of this Ordinance, Village Ordinance Nos. 2005-04-04, 2007-02-03, 2007-02-04, and/or 2020-07-07.

(E) Remedies:

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

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

(G) Exhibits: Attached hereto as Group Exhibit B and thereby incorporated herein by reference, are all the submittals which were reviewed and considered by the Plan Commission and by the Board of Trustees for the Dunkin Parcel (i.e., the "2024 Approved Final Plans"). All such exhibits attached to this Ordinance are deemed to be and are expressly made a part of and incorporated into this Ordinance to the same extent as if each such exhibit had been set forth in its entirety in the body of this Ordinance, provided, however, the approval of the Exhibits attached to this

Ordinance as herein provided shall not constitute approval for the purposes of issuance of building permits or WDO permits or for any other Village permits or approvals. In the event of any conflict between the Exhibits attached to this Ordinance and the Exhibits attached to Ordinance No. 2020-07-07, the Exhibits attached to this Ordinance shall control when and if such Exhibits are eventually approved in their final form.

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

SECTION 7: This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law, but only after its acceptance and execution of the attached Acceptance page by Lake Villa Real Estate, LLC which is the contract purchaser of the Dunkin Parcel.

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 the Petitioner, Lake Villa Real Estate, LLC, and its successors and assigns hereby states that the undersigned is a duly authorized agent of the Petitioner and on behalf of such Petitioner and its successors and assigns hereby accepts, consents to and agrees to the terms, conditions, and restrictions of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 2024.

PETITIONER:

Lake Villa Real Estate, LLC

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

ATTEST: \_\_\_\_\_  
Secretary

EXHIBIT A

LEGAL DESCRIPTION OF DUNKIN PARCEL:

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

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

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



GROUP EXHIBIT B

2024 APPROVED FINAL PLANS

- EXHIBIT B-1: Final Engineering, dated 01/12/24 and last revised 02/29/24
- EXHIBIT B-2: Site Plan prepared by MRV Architects, Inc. dated 01/12/24 and last revised 02/29/24
- EXHIBIT B-3: Landscape Plan dated 01/12/24 and last revised 02/29/24
- EXHIBIT B-4: Photometric (Lighting) Plan dated 01/12/24 and last revised 02/29/24
- EXHIBIT B-5: Elevations for Dunkin Building dated 01/12/24 and last revised 02/29/24
- EXHIBIT B-6: Master Signage Plan dated 01/12/24 and last revised 02/29/24
- EXHIBIT B-7: Stormwater Management Improvements dated December 22, 2024

VILLAGE OF LAKE VILLA PLAN COMMISSION  
MEETING OF APRIL 18, 2024

RE: PETITION OF JSN NETWORK, INC. and C & T FOX TROT, LLC FOR  
FINAL APPROVAL OF A PROPOSED ADDITIONAL CONDITIONAL USE FOR THE  
LAKE TOWER CROSSING PHASE 3 PLANNED DEVELOPMENT

Motion by Plan Commission Member Meyer, seconded by Plan Commission Member Filas, that the Lake Villa Plan Commission recommend to the Mayor and Board of Trustees of the Village of Lake Villa granting final approval of an amended Conditional Use for the Lake Tower Crossing Phase 3 Planned Development which was previously authorized by Village of Lake Villa Ordinance No. 2020-07-07 in the nature of an additional Conditional Use Permit for a Dunkin restaurant with a drive-through facility for the property commonly known as 800 a/k/a 802 Tower Drive as hereinafter described.

I. FINDINGS OF FACT:

- A. The Petitioner, JSN Network, Inc. is the contract purchaser, and C & T Fox Trot, LLC is the reported owner of the Property commonly known as 800 a/k/a 802 Tower Drive which consists of approximately .81 acres, more or less, is located within the corporate limits of the Village of Lake Villa, IL (Permanent Index Number 02-28-201-179), is proposed to be under single ownership and/or unified control by JSN Network, Inc., and is generally located at the southwest corner of Grass Lake Road and Tower Drive in the Village of Lake Villa and is legally described as follows:

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

- B. 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. The Petitioner is requesting preliminary planned development approval of a Conditional Use Permit for a Dunkin restaurant with a drive-through facility for the Property.
- C. The proposed amendments to the Conditional Use Permit previously approved for the Property by Ordinance No. 2020-07-07 (the "existing Conditional Use Permit") and the additional Conditional Use Permit requested by the Petitioner to authorize the Development:

1. The proposed additional Conditional Use Permit for the Lake Tower Crossing PUD-Phase 3.1-Dunkin Parcel CUP is consistent with the particular physical surroundings of the Property, the properties in the general vicinity thereof, and the historical use 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, and that such additional Conditional Use Permit and exceptions requested by the Petitioners are consistent with the general purpose and intent of the Lake Villa Zoning Regulations.
2. The proposed additional Conditional Use Permit for the Lake Tower Crossing PUD-Phase 3.1-Dunkin Parcel CUP is consistent with the objectives of the Village's Comprehensive Plan.
3. The proposed additional Conditional Use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.
4. The proposed additional Conditional Use will not significantly diminish the safety, use and enjoyment of surrounding property.
5. The proposed additional Conditional Use will be adequately served by essential public facilities and services such as streets, police and fire service, drainage, and refuse disposal, or such services will be provided by the Petitioner at the Petitioner's sole expense.
6. The proposed additional Conditional Use will not create excessive additional requirements at public expense for public facilities and service and will not be detrimental to the economic welfare of the community.
7. The proposed additional Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
8. The proposed additional Conditional Use will provide vehicular access to the Property designed so that such use does not create any interference with traffic on surrounding public thoroughfares.
9. The proposed additional Conditional Use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.
10. The proposed additional Conditional Use complies with all additional regulations of the Village specific to the Conditional Use Permit requested.

11. The proposed additional Conditional Use will be consistent with the existing uses on and the existing zoning of nearby properties.
12. Property values will not be diminished by the particular zoning restrictions at issue or by granting of the proposed additional Conditional Use.
13. The value of the Petitioners' property will not be diminished by the requested additional Conditional Use and will promote the general health, safety, and welfare.
14. There will be a gain to the public as a result of the establishment of the proposed additional Conditional Use, and there will be no hardship imposed upon the Petitioner.
15. The Dunkin Parcel is suitable for the establishment of the proposed additional Conditional Use.
16. The Village has undertaken its planning and land use regulations with great care.
17. There is evidence of community need for the uses which are the subject of the additional Conditional Use requested by the Petitioners.
18. The Mixed Use Planned Development, as proposed to be amended, will be consistent with the intent and purpose of the Lake Villa Zoning Regulations.
19. The Mixed Use Planned Development, as proposed to be amended, will be generally compatible with the character of the SB Zoning District and neighborhood in which it will be located.
20. The Mixed Use Planned Development, as proposed to be amended, is consistent with the Village's Official Comprehensive Plan.
21. The Mixed Use Planned Development, as proposed to be amended, will preserve the value of the surrounding residential area and must be compatible with surrounding land uses.
22. The Dunkin Parcel has no topographical, environmentally sensitive, or historical features which require preservation.

II. CONDITIONS OF APPROVAL: It is recommended that the requested Conditional Use Permit be granted subject to the following conditions:

- (A) The final approvals are specific to JSN Network, Inc. which is the contract purchaser of the Dunkin Parcel, its successors and/or assigns, and upon JSN Network, Inc. acquiring title to the Dunkin Parcel JSN shall provide to the Village a copy of the respective recorded deed for such acquisition. Should JSN Network, Inc. fail to acquire title to the Dunkin Parcel, any Ordinance granting final approval of the requested CUP shall be null and void and of no further effect. No construction or site modifications shall be permitted to commence on the Dunkin Parcel until this condition is satisfied.
- (B) The Village's grant of final approval for the Conditional Use Permit for the Dunkin Parcel is hereby expressly subject to the timely and continued compliance by the Petitioner, and its successor(s) and/or assign(s), with the terms, conditions, and restrictions of the Ordinance granting such final approval, and all applicable provisions of the Lake Villa Building Regulations and the other related provisions of the Lake Villa Zoning Regulations and/or the Lake Villa Village Code, as each may be amended from time to time, and all applicable Federal and State laws.
- (C) The Petitioner, and its successor(s) and assign(s), shall be required to establish, operate and maintain the Project on the Dunkin Parcel in good repair and proper operating condition and in compliance with the applicable provisions of the Lake Villa Zoning Regulations, the Lake Villa Village Code, and the Ordinance granting final approval; and
- (D) Neither the Conditional Use Permit for the Project on the Dunkin Parcel, nor any part thereof, shall be operated or maintained in such a manner so as to have a substantial adverse impact on residents or properties in the vicinity thereof, and the Petitioner or its successors and assigns shall take all necessary steps to prevent and/or remedy any such adverse impacts; and
- (E) If, at any time, the Mayor and Board of Trustees of the Village finds that the Conditional Use Permit granted for the Project for the Dunkin Parcel, or any part thereof, has or have caused, is causing, or has or is contributing to any substantial adverse impact(s) on the surrounding area and/or to residents and/or properties in the vicinity, or on the public health and safety, and/or that the Petitioner and/or any of its successor(s) and/or assign(s) has violated any terms or conditions of the Ordinance granting final approval, Ordinance No. 2020-07-07 as amended, and/or any applicable provisions of the Lake Villa Village Code and/or the Lake Villa Zoning Regulations in the establishment, operation, and/or maintenance of the subject Conditional Use Permit for the Dunkin Parcel, the Petitioner and/or its successor(s) and/or assign(s) shall be sent written notice of said findings via Certified Mail, return receipt requested, advising the Petitioner or its successors and assigns that the Petitioner or its successors and assigns is required to bring the Project and the Dunkin Parcel, and/or the use thereof, into compliance with the applicable Village ordinances, and any and all applicable provisions of the Lake

Villa Village Code and the Lake Villa Zoning Regulations, within thirty (30) days from the date of said notice, and the Petitioner or its successors and assigns may also request a hearing on such a request before the Mayor and Board of Trustees of the Village, or before the Village Administrator as their designee. If the Petitioner or its successors and assigns fails to bring the Dunkin Parcel and the Project into such compliance, the Mayor and Board of Trustees of the Village, or the Village Administrator, as their designee, may suspend or revoke said additional Conditional Use Permit after a thirty (30) day written notice has been sent to the Petitioner and to its successor(s) and assign(s), and after an opportunity to be heard by the Mayor and Board of Trustees or the Village Administrator as their designee has been given to the Petitioner and/or its successor(s) and/or assign(s) within said thirty (30) day period; and

- (F) Before commencement of any construction on the Dunkin Parcel, the Petitioner or its successors and/or assigns shall be required to secure all required permits and approvals from the LCDOT and/or the Village to authorize the construction of sidewalks in the Grass Lake Road right-of-way (West of Tower Drive) and in the Tower Drive right-of-way adjacent to the Dunkin Parcel, which sidewalks shall be constructed and completed by the Petitioner or by its successors and assigns at its sole cost and expense of the Petitioner or its successors and/or assigns before an occupancy permit is issued for any part of the Dunkin Parcel.
- (G) An exception should be granted to the Petitioner and to its successors and assigns to allow the installation of three (3) signs for the primary business on the Dunkin Parcel. Signage on the Dunkin Parcel shall be installed in compliance with the Master Sign Plan which will be attached to the ordinance granting final approval, provided, however, administrative amendments to the Master Sign Plan may be authorized, subject to the prior written approval by the Village Administrator, or his designee, but only on the condition that any proposed amendments shall provide consistency among tenants and architectural compatibility with the commercial building to be constructed on the Dunkin Parcel as determined by and approved in writing in advance by said Village Administrator, or his designee, and/or by the Village's architectural consultant
- (H) The CUP to be established, operated and maintained on the Dunkin Parcel shall comply with all applicable provisions of the Lake Villa Zoning Regulations, of the Lake Villa Subdivision Regulations, and of the Lake Villa Village Code as amended from time to time; and the Lake County Watershed Development Ordinance as adopted by the Village of Lake Villa, as well as all applicable laws and regulations of the State of Illinois and all other applicable local, County, State, and federal laws and regulations, including but not limited to all applicable health and sanitation regulations of the Illinois Department of Public Health, Lake County Board of Health and all of the applicable state and federal agencies.
- (I) Ingress and egress by vehicles to and from the Dunkin Parcel shall be restricted to that shown on the 2024 Approved Final Plans, but the access to and from Deep

Lake Road and Grass Lake Road shall be subject to approval by the Lake County Division of Transportation (“LCDOT”), and any changes to the approved ingress and egress may be approved administratively by the Village Administrator, or his designee, to accommodate comments received from or modifications approved by LCDOT.

- (J) The Dunkin Parcel shall be subject to blanket water, sanitary sewer, storm sewer, drainage, access and maintenance easements in favor of the Village, all of which shall be approved in writing in advance by the Village Administrator, or his designee, and the location of such blanket easements shall be approved by the Village Engineers and the Village Board, and thereafter recorded, and the language of such blanket easements shall be approved by the Village Attorney prior to the execution and recording of said documents. Such easements shall be designated as “Village Easements,” and shall be further designated for purposes as appropriate in each case, and such easements are to be kept free of shrubbery, fences and all other structures, except as may be approved by the Village Administrator, or by his designee.
- (K) Tower Drive adjacent to the Property was previously vacated by the Village, but prior to the issuance of the building permit for the Project, the Petitioner shall reconvey the West half of vacated Tower Drive back to the Village by quit claim deed, which deed shall be recorded by the Village with the Lake County Recording Division, in consideration for which conveyance to the Village, the Village shall maintain said parcel and provide snowplowing and ice control as a public Village street to the same level as provided by the Village for other streets in the Village.
- (L) JSN Network, Inc. should be granted an exception to the landscape regulations of the Village of Lake Villa Village Code to eliminate the requirement for canopy trees because of the lack of appropriate space on the Subject Property.



**DATE:** April 15, 2024  
**TO:** Mayor James McDonald and Board of Trustees  
**FROM:** Jake Litz, Assistant to the Village Administrator  
**RE:** 65 W. Grand Avenue

---

<u>Property Owner</u>	<u>Property Location</u>	<u>Zoning District</u>
Karpathos Holdings, LLC.	65 W. Grand Avenue Lake Villa, IL 60046	Community Business CB

**Petitioner and/or Contract Purchaser:** Don DeBello, Camta Group, Inc.  
23392 W. Apollo Ct.  
Lake Villa, IL 60046

**Site Location:** 65 W. Grand Avenue, Lake Villa, IL 60046

**Requested Action** Approval of a Conditional Use Permit at 65 W. Grand Avenue (Serve & Swig)

**Proposal:** Approval of a Conditional Use Permit for a Planned Development for the redevelopment of the Subject Property which includes various interior and exterior improvements to support a tavern use and outdoor recreational activities.

**Summary of Request**

On April 18, 2024 the Plan Commission is scheduled to consider a preliminary and final review of an application for a Conditional Use Permit ("CUP") submitted by Don DeBello, (the "Applicant") for 65 W. Grand Avenue ("Subject Property"). The Petitioners for the Conditional Use Permit are the lessee and contract purchaser of the Property, Camta Group, Inc., and the present owner of the Property, Karpathos Holdings, LLC. The Applicant intends to renovate the existing bar, install several outdoor improvements and bar areas, and install a temporary food trailer along the side of the building.

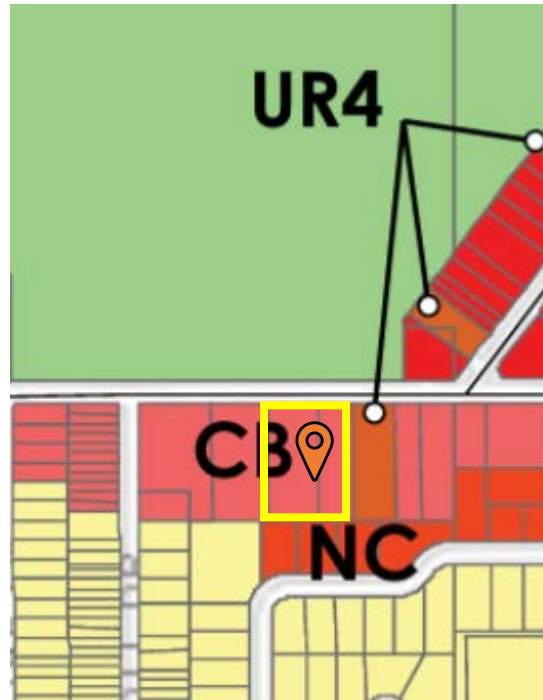
**The Subject Property:**

- Is approximately 40,000 square feet in area;
- Is Zoned CB Community Business;
- Is located within the Downtown TIF District;
- Is surrounded by:
  - North: CR Commercial Recreational property that is currently undeveloped
  - West: CB Community Business property that is currently occupied by Lakeland Autobody
  - South: NC Neighborhood Conservation property with several single-family homes
  - East: UR4 Urban Residential property that is occupied by a single-family home
- Is designated as appropriate for community business uses in the Comprehensive Plan;



- Is located within a flood hazard area;

#### CURRENT ZONING MAP OF SUBJECT PROPERTIES



#### **Proposed Project**

The Applicant is proposing to enhance the exiting buildings' interior and exterior by means of renovating the existing bar and adding a variety of outdoor activities and games on the Subject Property.

- The improvement to the existing tavern utilizing the existing commercial structure on the Subject Property;
- The expansion, establishment and maintenance of certain outdoor accessory recreational uses and activities, including a sand volleyball area, horseshoes, bean bag toss (cornhole), and similar outdoor activities;
- Outdoor seating for both customers and spectators;
- Installation of a new fence along the southern edge of the Subject Property at a height of twelve (12) feet; and

The installation of a re-purposed shipping container with electric service and potable water connections for the purpose of the preparation and serving of food and beverages to customers, which structure would be used as much as twelve (12) months each year.

#### **Required Zoning Relief**

Exceptions for the Village's Zoning Ordinance may be granted pursuant to the issuance of a Conditional Use for a planned development for the purpose of promoting better development that will be beneficial

to the Village, to the residents/patrons of the planned development, and to the residents of the surrounding properties. Exceptions that are granted under a conditional use shall enhance the quality of the development, be compatible with the primary uses of the property, and shall not be detrimental to surrounding properties. In reviewing the Applicant's proposal, the following are a list of exceptions that will be necessary for the Project:

- Installation of a 12' fence along the rear property line of the Subject Property (Currently, there is a 6' fence at this location) which exceeds the current allowable maximum height of eight (8) feet;
- Side yard setback to allow a temporary food trailer to be parked intermittently on the West side yard setback of the Subject Property (the trailer will be located not less than one foot from the West side lot line of the Subject Property) which exceeds the current allowable minimum setback distance of twelve (12) feet; and Installation and use of a modified shipping container that can be used as much as twelve (12) months each year which exceeds the current allowable maximum timeframe of six (6) months.

#### **Procedural Review of Conditional Use Permit Request**

Pursuant to Section 10-7-2 of the Village Code, a conditional use permit may be granted in accordance with the standards and procedures set forth in the Code. An application for a CUP must first be submitted to the Village, which will then be forwarded to the Plan Commission for a required public hearing, after which the Board of Trustees will review such report or recommendation of the Commission. During the Public Hearing, the Plan Commission will hear the evidence presented by Village Staff, Applicant/Developer, and any individuals in the audience wishing to provide public comment, present evidence, and/or cross-examine witnesses relative to the proposed request. At the conclusion of the public hearing, the Plan Commission shall, with the aid and advice of Village Staff, transmit its findings and recommendations as to whether a variation should be approved, approved subject to modifications, or not approved.

#### **Recommendation by Village Staff**

Village Staff have reviewed the documents submitted by the Applicant and recommends that the Plan Commission hear a presentation outlining the proposal including a high-level review of the Site Plan, operating provisions, and elevations for the proposed development.

While reviewing the request, the Plan Commission will want to consider the following items:

1. Is it appropriate to allow for the proposed 12' fence in the rear of the property?
2. Has the petitioner demonstrated attention to detail relative to Village requirements that enhance the character of the proposed redevelopment?
3. Is the food trailer in an appropriate location on the west-side of the existing building?
4. Does the proposed redevelopment satisfy the zoning regulations and requirements and the guidelines for planned developments of promoting better development that will be beneficial to the Village and adjacent properties?

Staff and the Applicant will be present for the April 18, Plan Commission meeting to answer any questions that may arise.

**Attachments**

Ordinance Granting Preliminary and Final Approval

04/10/24  
04/11/24  
04/12/24  
04/18/24

VILLAGE OF LAKE VILLA

---

ORDINANCE NO. 2024-05-02

AN ORDINANCE GRANTING PRELIMINARY AND FINAL APPROVAL  
FOR A REQUEST FOR A CONDITIONAL USE PERMIT FOR A BUSINESS  
PLANNED DEVELOPMENT FOR THE REDEVELOPMENT OF THE  
PROPERTY AT 65 W. GRAND AVENUE, LAKE VILLA, IL

(RE: Petitioners: Camta Group, Inc. and Karpathos Holdings, LLC)

---

ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF LAKE VILLA, ILLINOIS  
THIS 6<sup>TH</sup> DAY OF MAY, 2024.

---

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa,  
Lake County, Illinois, this 6<sup>th</sup> day of May, 2024.

AN ORDINANCE GRANTING PRELIMINARY AND FINAL APPROVAL  
FOR A REQUEST FOR A CONDITIONAL USE PERMIT FOR A BUSINESS  
PLANNED DEVELOPMENT FOR THE REDEVELOPMENT OF THE  
PROPERTY AT 65 W. GRAND AVENUE, LAKE VILLA, IL

(RE: Petitioners: Camta Group, Inc. and Karpathos Holdings, LLC)

WHEREAS, Camta Group, Inc. is the lessee and contract purchaser of the property commonly known as 65 W. Grand Avenue, Lake Villa, IL, and Karpathos Holdings, LLC is the present owner thereof (collectively, the “Petitioners”), which property is approximately 39,970 square feet in area (.91 acres), is located on the South side of Grand Avenue (Route 132) west of Cedar and Sherman Avenues, and east of Oak Knoll Drive, within the Village of Lake Villa (the “Village”) CB (Community Business) Zoning District, and which is legally described as follows:

PARCEL 1: LOT 2 IN ROX’S ADDITION TO LAKE VILLA, BEING A SUBDIVISION OF THE NORTH 330 FEET OF THE EAST HALF OF LOT 2 OF THE NORTHEAST ONE QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE WEST 700.8 FEET THEREOF AND EXCEPT THE EAST 342 FEET THEREOF), ACCORDING TO THE PLAT THEREOF, RECORDED JULY 6, 1956, AS DOCUMENT 914699 IN BOOK 1460 OF RECORDS, PAGE 163, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: AN EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE NORTH 35 FEET OF LOT 1 IN SUBDIVISION AFORESAID, FOR THE PURPOSE OF INGRESS AND EGRESS AS RESERVED IN DEED FROM GEORGE KOVACHEVIC AND WIFE TO LOUIS BEHM, DATED JULY 10, 1956 AND RECORDED AUGUST 16, 1956, AS DOCUMENT 919699, IN LAKE COUNTY, ILLINOIS.

P.I.N. 06-05-202-043  
(the “Subject Property”) ; and

WHEREAS, the Subject Property has been and continues to be utilized as a tavern pursuant to the existing Conditional Use Permit granted to allow certain outdoor recreations uses on the Subject Property in 1992 by Village of Lake Villa Ordinance No. 92-6-5 (the “Existing Conditional Use”); and

WHEREAS, the Village has received an application from Don DeBello on behalf of the Camta Group, Inc., the lessee and contract purchaser of the Subject Property, and Karpathos Holdings, LLC by its Manager, Ioannis Skoullou, the present owner of the Subject Property (hereinafter collectively referred to as the “Petitioners” and individually as the “Petitioner”) requesting the Village’s preliminary and final approval of an Amended Conditional Use Permit to permit the redevelopment of the Subject Property and the expansion of the uses permitted thereon, which would include: (1) the improvement and/or expansion of the existing tavern utilizing the existing commercial structure on the Subject Property, (2) the expansion, establishment and maintenance of certain outdoor accessory recreational uses and activities, including a sand volleyball area, horseshoes, bean bag toss (also known as cornhole), and similar outdoor activities, (3) outdoor seating for both customers and spectators, (4) the possible installation of a re-purposed shipping container with electric service and potable water connections for the purpose of the preparation and serving of food and beverages to customers, which structure would be used as much as twelve (12) months each year, and (5) the approval of variations from certain provisions of the Village’s Zoning Ordinance to permit the Petitioners to install a fence having a height of up to twelve feet (12’) along the rear property line of the Subject Property (there is now a fence which is six (6) feet in height at this location) as well as approval of a variation from the side yard setback provisions of the Village’s Zoning Regulations to allow a temporary food trailer to be parked intermittently in the West side yard setback of the Subject Property, which trailer shall in no event be located not less than one (1) foot from the West side lot line of the Subject Property (collectively, the “Amended Conditional Use Permit” or the “Amended Conditional Use”); 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 unit developments (“PUDs”) within the Village; and

WHEREAS, on April 18, 2024, the Village’s Plan Commission, pursuant to proper notice, conducted a public hearing on the Petitioners’ Application and recommended preliminary and final approval of the Petitioners’ Application based upon certain findings of fact and subject to certain conditions as set forth herein; and

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

I. FINDINGS OF FACT:

1. The Subject Property is commonly known as 65 W. Grand Avenue, is approximately 39,970 square feet in area (.91 acres), is located on the South side of Grand Avenue (Route 132) west of Cedar and Sherman Avenues, and east of Oak Knoll Drive, within the corporate limits of the Village of Lake Villa, is identified as Permanent Index Number 06-05-202-043, and is legally described as follows:

PARCEL 1: LOT 2 IN ROX’S ADDITION TO LAKE VILLA, BEING A SUBDIVISION OF THE NORTH 330 FEET OF THE EAST HALF OF LOT 2 OF THE NORTHEAST ONE QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE WEST 700.8 FEET THEREOF AND EXCEPT THE EAST 342 FEET THEREOF), ACCORDING TO THE PLAT THEREOF, RECORDED JULY 6, 1956, AS DOCUMENT 914699 IN BOOK 1460 OF RECORDS, PAGE 163, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: AN EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE NORTH 35 FEET OF LOT 1 IN SUBDIVISION AFORESAID, FOR THE PURPOSE OF INGRESS AND EGRESS AS RESERVED IN DEED FROM GEORGE KOVACHEVIC AND WIFE TO LOUIS BEHM, DATED JULY 10, 1956 AND RECORDED AUGUST 16, 1956, AS DOCUMENT 919699, IN LAKE COUNTY, ILLINOIS

2. The Petitioners have not requested rezoning of the Subject Property which is presently zoned and classified as part of the Village's CB (Community Business) Zoning District, and has been and continues to be utilized as a tavern subject to the terms and conditions as set forth in Village of Lake Villa Ordinance No. 92-6-5 which granted the existing Conditional Use Permit for the Subject Property in 1992 (the "Existing Conditional Use Ordinance"), which Existing Conditional Use Ordinance shall remain in full force and effect, except as modified by ordinance of the Corporate Authorities of this Village.
3. The Petitioners are requesting the Village's preliminary and final approval of an Amended Conditional Use Permit for a Planned Development to permit the establishment, operation, and maintenance in good condition of the redevelopment of the Subject Property and the expansion of the uses permitted to be established thereon, which Amended Conditional Use Permit would include: (1) the improvement and/or expansion of the existing tavern utilizing the existing commercial structure on the Subject Property, (2) the expansion of certain outdoor accessory recreational uses and activities, including a sand volleyball area, horseshoes, bean bag toss (also known as cornhole), and similar outdoor activities, (3) outdoor seating for both customers and spectators, (4) the installation of a re-purposed shipping container with electric service and potable water connections for the purpose of the preparation and serving of food and beverages to customers, which structure would be used as much as twelve (12) months each year, and (5) the approval of variations from certain provisions of the Village's Zoning Ordinance to permit the Petitioners to install a fence having a height of up to twelve feet (12') along the rear property line of the Subject Property (there is now a fence which is six (6) feet in height at this location), all of which shall be established, operated, and maintained by the Petitioners in good condition, as well as approval of a variation from the side yard setback provisions of the Village's Zoning Regulations to allow a temporary food trailer to be parked intermittently in the West side yard setback of the Subject Property, which trailer shall in no event be located not less than one (1) foot from the West side lot line of the Subject Property.
4. The proposed Amended Conditional Use Permit for a Planned Development requested by the Petitioners to authorize the construction, establishment, operation and maintenance in good condition of the aforesaid uses and improvements on the Subject Property:
  - (a) is consistent with the particular physical surroundings of the Subject Property, the mixed uses on properties in the general vicinity thereof, and the present zoning of the Subject Property, and that the granting of certain relief from the Village's Zoning Regulations, if any, will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Subject 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, and will be operated and maintained in good condition 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 Petitioners at the Petitioners' sole expense;
- (g) does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic welfare of the community;
- (h) does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
- (i) will provide vehicular access to the Subject Property designed so that such use does not create any interference with traffic on surrounding public thoroughfares;
- (j) will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;
- (k) will comply with all additional regulations in this Ordinance specific to the Conditional Use Permit requested;
- (l) will be consistent with the existing zoning of and with the existing uses of nearby properties;
- (m) will not diminish property values by any zoning restrictions which may otherwise be applicable or by granting of the proposed 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 additional recreational uses within the Village in the form of a redevelopment tavern and expanded outdoor uses, and there will be no hardship imposed upon the Petitioners;
- (p) will satisfy a community need for the uses which are the subject of the Amended Conditional Use Permit requested by the Petitioners;
- (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 Community Business (CB) Zoning District and the neighborhood in which it will be located;

- (s) will preserve the value of the surrounding residential area and will be compatible with surrounding land uses;
  - (t) The Subject Property is suitable for the establishment of the proposed Amended Conditional Use Permit;
  - (u) The Village has undertaken its planning and land use regulations with great care;
  - (v) The Subject Property contains no topographical, environmentally sensitive, or historical features which require preservation;
5. The proposed Amended Conditional Use Permit as herein provided would authorize the continued operation and maintenance of a planned development in the nature of a tavern with expanded recreational facilities pursuant to the Village's Zoning Regulations in the CB Zoning District in which the Subject Property is located, and the Village has hereby determined that the proposed Amended Conditional Use Permit is compatible with other uses permitted in the CB Zoning District;
  6. The proposed Amended Conditional Use Permit is consistent with the stated purpose of the Planned Development regulations set forth in the Village's Zoning Regulations and the proposed preliminary and final plans for said Amended Conditional Use Permit meet the requirements and standards for planned developments.
  7. The preliminary and final plans for the Amended Conditional Use Permit indicate that it will produce a public benefit meeting the planning objectives and standards of the Village.
  8. The preliminary and final plans submitted to the Village by the Petitioners reflect a design which provides for adequate public services and adequate control over vehicular traffic.
  9. The proposed Amended Conditional Use Permit will be compatible with and beneficial to the adjacent properties and to the neighborhood and is a desirable addition to the Village's recreational options.
  10. In reviewing requests for Conditional Uses and amendments thereto, the following standards were reviewed and considered pursuant to the Village's Zoning Code:
    - (a) Location: The site shall be so situated that the proposed use is compatible with the existing and planned future development in the area.

The Plan Commission found that the proposed Amended Conditional Use is located along an arterial compatible with various recreational amenities of this type.
    - (b) Zoning District Requirements: All regulations of the zone in which a conditional use is located shall apply to such uses, except where specifically amended by the conditions under which the Amended Conditional Use Permit is granted.

- (c) Lot Area: A conditional use shall be located on a lot or a zoning lot which conforms to the applicable zone regulations.

The Plan Commission found that the proposed Amended Conditional Use is in compliance with minimum requirements of the Community Business (CB) Zoning District.

11. In evaluating the proposed Amended Conditional Use, the Plan Commission considered the degree to which the proposed redevelopment of the Subject Property varies from underlying zoning standards of the district in which it is located, considered the benefits of the Planned Development, and found that the various expanded recreational uses proposed by the Petitioners will exceed the minimum requirements otherwise provided by the Village's Zoning Regulations
12. The Plan Commission also considered the degree to which the Petitioners exhibited extra care and attention to details in excess of Village requirements which enhance the character of the proposed redevelopment of the Subject Property.
13. The Plan Commission found that the proposed Amended Conditional Use will provide additional recreational amenities which will attract additional customers to the business.
14. The proposed Amended Conditional Use is located along an easily accessible arterial.

II. CONDITIONS OF PRELIMINARY AND FINAL APPROVAL: The Plan Commission of the Village recommended that the Petitioners be granted preliminary and final approval for the proposed Amended Conditional Use, subject to the conditions as set forth herein, including but not limited to the following:

1. Prior to the issuance of any temporary or final Certificate of Occupancy for the Amended Conditional Use, the Petitioners shall provide to the Village "as built" final plans showing the precise location of all improvements to the Subject Property, including all structures and on-site improvements and parking.
2. Any signage proposed to be installed as part of the Amended Conditional Use herein granted shall be in compliance with the sign regulations of the Village.
3. Except for lighting required for security purposes, exterior lighting shall be turned off at 10:00 p.m. and exterior music shall be turned off at 9:30 p.m.
4. Adequate refuse containers, together with screening for such refuse containers as approved by the Village Administrator, or his designee, shall be provided by the Petitioners and maintained in good condition.
5. The following submittals are the subject of this recommendation for preliminary and final PUD approval:

Exhibit A-1: Plat of Survey dated March 7, 2024  
Exhibit A-2: Photos  
Exhibit A-3: Exterior Renderings  
Exhibit A-4: Serve and Swig Site Plan as of March 26, 2024

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 preliminary and final approval of the Petitioners' Application for an Amended Conditional Use Permit for the Subject Property in accordance with the Zoning Ordinance of the Village and the other applicable ordinances of the Village:

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

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

SECTION 2: The Mayor and Board of Trustees of the Village of Lake Villa hereby accept and approve the Recommendation and Findings of Fact of the Lake Villa Plan Commission dated April 18, 2024, which are hereby incorporated herein by reference.

SECTION 3: ORDINANCE PREVIOUSLY GRANTING CONDITIONAL USE PERMIT. Village of Lake Villa Ordinance No. 92-6-5, which granted the Existing Conditional Use relative to the Subject Property, shall remain in full force and effect except as modified herein.

SECTION 4: PRELIMINARY AND FINAL APPROVAL OF PETITIONERS' APPLICATION: Subject to the terms and conditions 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 preliminary and final approval of the Petitioners' Application for an Amended Conditional Use Permit for the redevelopment of the Subject Property and for the expansion of the uses permitted to be established and operated thereon, which redevelopment will include: (1) the improvement and/or expansion of the existing tavern utilizing the existing commercial structure on the Subject Property, (2) the expansion, establishment and maintenance of certain outdoor accessory recreational uses and activities, including a sand

volleyball area, horseshoes, bean bag toss (also known as cornhole), and similar outdoor activities, (3) outdoor seating for both customers and spectators, (4) the installation of a re-purposed shipping container with electric service and potable water connections for the purpose of the preparation and serving of food and beverages to customers, which structure would be used as much as twelve (12) months each year, and (5) the approval of variations from certain provisions of the Village's Zoning Ordinance to permit the Petitioners to install a fence having a height of up to twelve feet (12') along the rear property line of the Subject Property (there is now a fence which is six (6) feet in height at this location) as well as approval of a variation from the side yard setback provisions of the Village's Zoning Regulations to allow a temporary food trailer to be parked intermittently in the West side yard setback of the Subject Property, which trailer shall in no event be located not less than one (1) foot from the West side lot line of the Subject Property (collectively, the "Amended Conditional Use Permit" or the "Amended Conditional Use"), which Amended Conditional Use shall be constructed, installed, operated, and maintained in good condition by the Petitioners in substantial compliance with the Exhibits attached hereto as Group Exhibit A and thereby made a part hereof, and the approvals herein granted are subject to the timely and continued compliance by the Petitioners with the terms, conditions, and restrictions of this Ordinance, Village of Lake Villa Ordinance No. 92-6-5, and the specific additional conditions set forth below.

**SECTION 5: EXCEPTIONS GRANTED:**

- A. An exception from the provisions of the Village's Zoning Regulations relative to the maximum permitted height of a fence in the CB Zoning District is hereby granted to the Petitioners to allow the Petitioners to construct and maintain in good condition a fence having a height of up to twelve feet (12') along the rear property line of the Subject Property, which fence shall be constructed and installed on the Subject Property in substantial compliance with the approved plans therefor attached hereto as part of Group Exhibit A.
- B. An exception is hereby granted to the Petitioners to permit the possible installation of a re-purposed shipping container with electric service and potable water connections for the purpose of the preparation and serving of food and beverages to customers, which structure would be used as much as twelve (12) months each year.

- C. An exception from the side yard setback otherwise required by the Village’s Zoning Regulations is also hereby granted to the Petitioners to allow the Petitioners to have a temporary food trailer on the Subject Property which shall be parked intermittently in the West side yard setback of the Subject Property, which trailer shall in no event be located not less than one (1) foot from the West side lot line of the Subject Property.
- D. Notwithstanding anything contained in this Ordinance and/or shown on or implied by the exhibits attached hereto, no further variation, exception or waiver shall be approved or implied by this Ordinance, other than the exceptions specified in Paragraphs 5(A), 5(B) and 5(C) above or unless such variation(s), exception(s), or waiver(s) are each specifically and expressly stated in writing in an ordinance approved by the Corporate Authorities of the Village, and no other grant of any variation(s), waiver(s) or exception(s) from any ordinances of the Village are intended or provided unless same are specifically and expressly stated in this Ordinance or in any Ordinance amending the Amended Conditional Use Permit herein approved.

SECTION 6: EXPRESS CONDITIONS OF APPROVALS: The approvals for the Amended Conditional Use as herein granted shall be subject to the Petitioners’ continued compliance with the following conditions, restrictions, and limitations, and the Petitioners’ failure to comply with any of the provisions of this Ordinance may be the basis for the Corporate Authorities to suspend or revoke the approvals as herein granted:

- A.
  - 1. The Amended Conditional Use Permit herein granted shall be issued to the Petitioners herein until such time as the Petitioner Camta Group, Inc. becomes the owner of the Subject Property, at which time the Amended Conditional Use Permit herein granted shall thereafter be specific only to the Camta Group, Inc. and the Petitioner, Karpathos Holdings, LLC shall have no further rights and/or obligations relative thereto.
  - 2. Upon Petitioner Camta Group, Inc. acquiring title to the Subject Property, Petitioner Camta Group, Inc. shall be required to provide to the Village in a timely manner a copy of the recorded deed transferring ownership of the Subject Property from Karpathos Holdings, LLC.
  - 3. The subject Amended Conditional Use Permit shall not thereafter be transferred to any other person or entity without the prior written consent of the Village Board.
- B. Prior to the issuance of any temporary or final Certificate of Occupancy for the Amended Conditional Use, the Petitioners shall provide to the Village “as built” final plans showing the precise location of all improvements to the Subject Property, including all structures and on-site improvements and parking. Notwithstanding anything in this Ordinance or in said 2024 Approved Final Plans (Group Exhibit B) to the contrary, the Village Administrator shall be authorized to approve minor modifications to the 2024 Approved Final Plans (Group Exhibit B) if he finds such minor modifications are consistent with the intent of this Ordinance, and the Mayor and Board of Trustees shall be authorized to approve major

modifications to such 2024 Approved Final Plans (Group Exhibit B) without a further public hearing before the Lake Villa Plan Commission if they find that such major modifications are consistent with the intent of this Ordinance.

- C. Signage: Any signage to be installed on the Subject Property as part of the Amended Conditional Use Permit herein granted shall be in compliance with the sign regulations of the Village.
- D. Exterior Lighting and Music: Except for lighting required for security purposes, exterior lighting shall be turned off at 10:00 p.m. and exterior music shall be turned off at 9:30 p.m.
- E. Refuse Containers: Adequate refuse containers, together with screening for such refuse containers as approved by the Village Administrator, or his designee, shall be provided by the Petitioners and maintained in good condition.
- F. No Authorization for Development Activity: The approvals granted by this Ordinance are not and shall not be interpreted in any manner as an authorization for Petitioners and/or their respective assigns, employee(s), contractor(s), and/or agent(s) to commence any development activity on the Subject Property until the required building and other permits are obtained from the Village. The approval(s) granted in this Ordinance do not authorize and/or imply the authorization of the issuance of any such Village permit(s).
- G. The Amended Conditional Use Permit and variations herein granted shall comply with all applicable health and sanitation regulations of the Illinois Department of Public Health, Lake County Board of Health and all of the applicable state and federal agencies, as well as all applicable provisions of the Lake Villa Village Code, as amended from time to time.
- H. In the event that any time after the approval of this Ordinance the operations authorized by the Amended Conditional Use Permit herein granted have been determined by the Board of Trustees of the Village to have caused or contributed to any substantial adverse impact on residents or occupants and/or properties in the vicinity:
  - 1. If so directed in writing by the Board of Trustees of the Village or the Village Administrator, as their designee, the Petitioners shall promptly cause those portions of the Subject Property contributing to such adverse impact now or in the future to be modified to the degree that the Amended Conditional Use Permit no longer creates a nuisance to other residents and/or properties in the vicinity of the Subject Property as determined by the Board of Trustees of the Village or by the Village Administrator, as their designee; and/or
  - 2. If so directed in writing by the Board of Trustees of the Village or the Village Administrator, as their designee, the Petitioners shall promptly cause smoke, fumes and/or odor mitigation measure(s) to be implemented on the Subject Property to mitigate any such violation(s) on the Subject Property. Prior to installation and/or implementation of any such mitigation measure(s), plans for such mitigation measures shall be submitted to the Village and approved in advance in writing by the Board of Trustees of the Village, or by the Village Administrator as their designee.

3. If so directed in writing by the Board of Trustees or the Village Administrator, as their designee, the Petitioners shall take other reasonable steps to mitigate all adverse impacts created by the operation of the Amended Conditional Use Permit.
- I. The Village reserves the right to suspend and/or revoke the Amended Conditional Use Permit and/or impose additional restrictions, regulations and/or conditions of operations of the Amended Conditional Use Permit herein authorized if any violation(s) arise relative to odor, smoke, fumes, or other violations arise at any time. Any violations of the Village's Zoning Regulations or the Village Code, or of the express conditions and restrictions of this Ordinance and/or of Village of Lake Villa Ordinance No. 92-6-5 shall require a hearing before the Village Board where the Petitioners will be given an opportunity to be heard on such issues, and the Petitioners shall be required to present at such hearing proposed modifications to be made to its operation, which modifications shall require the written approval of the Village Board prior to implementation thereof, to remedy any and all violations of the Amended Conditional Use Permit or of any other applicable Village ordinances to prevent such violations in the future. If the Petitioners fail to adequately provide such modifications or otherwise fails to remedy all such violations as determined by the Village Board, the Village Board may order the Amended Conditional Use herein authorized to cease operations by a date certain. Such date certain shall be not less than 30 days and not more than 60 days from the hearing date before the Village Board.
  - J. Prior to commencement of the operations of the Amended Conditional Use on the Subject Property as herein authorized, and at least once annually, the Petitioners and/or their respective successor(s) and/or assign(s) shall provide to the Village copies of all current required certifications, permits, licenses, approvals, and/or "no permit required" letters which shall each be current and valid establishing that the Petitioners are licensed and/or permitted to operate the business and restaurant use and related equipment at such location. Such certifications, permits, license(s) and approval(s) shall include, but shall not be limited to: the Illinois Department of Public Health, the Lake County Board of Health, the Lake Villa Building Inspector, and the Lake Villa Zoning Officer.
  - K. The Amended Conditional Use Permit herein granted shall be subject to, and the Petitioners shall be required to comply with, all regulations of the Village's CB Zoning District in which the Subject Property is located, all applicable provisions of the Village's Zoning Ordinance and Lake Villa Village Code, as well as all applicable ordinances and regulations of the Illinois Department of Public Health, and the Lake County Board of Health.

#### SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Binding Effect: Except as otherwise specifically provided in Section 6(A) of this Ordinance, the provisions of this Ordinance and Ordinance No. 92-6-5, including, without limitation, the grant of the Amended Conditional Use Permit as herein authorized and all obligations, conditions, restrictions, limitations and rights related thereto, shall be binding upon and specific to the Petitioners and/or their respective successor(s) and/or assign(s) and binding upon any and all portions of the Subject Property. All obligations, requirements and rights of the Petitioners under this Ordinance and/or under Ordinance No. 92-6-5, and all such obligations, conditions, restrictions, limitations, and rights as contained therein shall not be assigned voluntarily or involuntarily without the prior written consent of the Board of Trustees of the Village. All obligations, conditions, restrictions, and limitations of the



Amended Conditional Use Permit herein granted shall be binding upon, and inure to the benefit of only the Petitioners and their respective successor(s) and/or assign(s), and shall specifically be enforceable by the Village of Lake Villa, and said Amended Conditional Use Permit shall authorize only the Petitioners and no other person and/or entity to operate the Amended Conditional Use Permit as herein granted.

- B. Reimbursement to the Village for Out-of-Pocket Expenses: Prior to the issuance of the Amended Conditional Use Permit herein authorized, the Petitioners shall reimburse the Village for any out-of-pocket expenses incurred to date relative to the Village's review of any submittals provided by the Petitioners with regard to said permit and/or for the preparation of this Ordinance (and the Permit herein granted), including but not limited to any engineering and/or legal fees, and the Petitioners shall also reimburse the Village for any out-of-pocket expenses hereafter incurred by the Village relative to such Permit and/or the uses herein authorized within thirty (30) days after being invoiced for same, including but not limited to any out-of-pocket expenses incurred by the Village for investigation and/or enforcement of allegations of violation(s) of this Ordinance and/or of Ordinance No. 92-6-5, but the Petitioners shall be liable for expenses of investigation and enforcement only if the Village Board or Village Administrator makes a finding that, based upon the results of such Village investigation, the alleged violation(s) were well-founded.
- C. Amendment by Mutual Consent: The Village, by ordinance of its Corporate Authorities, and the Petitioners may by mutual consent agree in writing to amend the terms and conditions set forth in this Ordinance, but only after public hearing(s) before the Village's Plan Commission and/or Zoning Board of Appeals, and no purported oral amendment to this Ordinance shall be binding or enforceable.
- D. Indemnity: The Village agrees to cooperate with the Petitioners in defending any action which contests any aspect of this Ordinance, and the Petitioners agree to hold harmless and indemnify the Village, its elected officials, officers, agents and employees relative to any such actions and/or costs, claims, or expenses relative thereto, and all costs, including attorneys' fees, incurred by the Village in connection therewith shall be paid for by the Petitioners or reimbursed to the Village by the Petitioners. The Village may require a reasonable deposit by the Petitioners to cover any anticipated cost thereof.
- E. Remedies:
- (1) Any violation of this Ordinance shall also be deemed a violation of the Village of Lake Villa Zoning Code and each day such a violation exists or continues shall constitute a separate offense. As provided in the Village of Lake Villa Zoning 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, and each day a violation exists or continues constitutes a separate offense, as provided by the Village of Lake Villa Zoning Ordinance.
  - (2) In the event the Petitioners and/or the respective successor(s) and/or assign(s) fail to pay or reimburse the Village for any fees and/or expenses due pursuant to this Ordinance or pursuant to the other applicable ordinances of the Village, or if either of the Petitioners otherwise violates this Ordinance and/or Ordinance No. 92-6-5, or is otherwise in default in its obligations under this Ordinance, and has been notified of

and failed to cure such default, the Village shall be entitled to all remedies available at law and/or in equity and, in addition to all other remedies available including those otherwise set forth in this Ordinance, the Village may suspend, revoke, or decline to issue any building, occupancy and/or other permit, license(s), or approvals required by the ordinances of the Village and/or the Village may suspend or revoke the Amended Conditional Use Permit and variations herein granted. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Subject Property, and the Village shall have the right to foreclose such lien in the name of the Village as in the case of foreclosure of liens against real estate, provided, however, that such lien shall be subordinate to any mortgage or regulatory agreement recorded against the Subject Property.

- F. Severability Clause: It is the intention of the Corporate Authorities that this Ordinance and every provision thereof shall be considered separable and the invalidity of any section, clause, provision, part, or portion of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Corporate Authorities hereby declare that it would have approved each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.
- G. Exhibits: Attached hereto as Group Exhibit A and thereby incorporated herein by reference, are all the submittals which were reviewed and considered by the Lake Villa Plan Commission and by the Village's Board of Trustees. All such exhibits attached to this Ordinance as Group Exhibit A, are deemed to be and are expressly made a part of and incorporated into this Ordinance to the same extent as if each such exhibit had been set forth in its entirety in the body of this Ordinance.
- H. Approval Authority: If any provisions of this Ordinance delegate approval authority to any Village officer, employee, or agent for any aspect of this Ordinance, then either one of the Petitioners or their respective officer(s), employee(s), or agent(s), as the case may be, or their designee, shall have the right to have any such decision of such Village officer, employee or agent, or his or her designee, reviewed, reconsidered, and a final decision thereon made by the Board of Trustees. Any reference in this Ordinance to the authority of the Mayor to grant or deny an approval shall, whether or not so specified, include the authority for such decision to be made by a designee of the Mayor.

SECTION 8: 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 Petitioners have 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”); provided further that, if the Petitioners do not so file the Acceptance within sixty (60) days following the passage of this Ordinance, the Village Board may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke all preliminary approvals granted in this Ordinance.

SECTION 9: 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 Petitioners. 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 May 6<sup>th</sup>, 2024, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on May 6, 2024.

---

James McDonald, Mayor,  
Village of Lake Villa

ATTEST:

---

Mary Konrad, Village Clerk

Published in pamphlet form this 6<sup>th</sup> day of May, 2024.

ACCEPTANCE

The undersigned, on behalf of the Petitioners and their respective successors and assigns, hereby states that the undersigned are the duly authorized agent(s) of the respective Petitioners and on behalf of such Petitioners hereby accept, consent to and agree to the terms, conditions, and restrictions of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 2024.

PETITIONERS:

CAMTA GROUP, INC.

By: \_\_\_\_\_  
Don Debello, its authorized agent

KARPATOS HOLDINGS, LLC

By: \_\_\_\_\_  
Ioannis Skoullou, Its Manager  
and authorized agent

GROUP EXHIBIT A

2024 APPROVED PRELIMINARY AND FINAL PLANS

- Exhibit A-1: Plat of Survey dated March 7, 2024
- Exhibit A-2: Photos
- Exhibit A-3: Exterior Renderings
- Exhibit A-4: Serve and Swig Site Plan as of March 26, 2024

VILLAGE OF LAKE VILLA PLAN COMMISSION  
MEETING OF APRIL 18, 2024  
RE: PETITION OF DON DEBELLO ON BEHALF OF CAMTA GROUP, INC.  
AND KARPATHOS HOLDINGS, LLC  
PRELIMINARY AND FINAL OF AN AMENDED SPECIAL USE PERMIT  
FOR A BUSINESS PLANNED DEVELOPMENT

Motion by Plan Commission Member Filas, seconded by Plan Commission Member Meyer that the Lake Villa Plan Commission recommend to the Mayor and Board of Trustees of the Village of Lake Villa the preliminary and final approval of an Amended Conditional Use Permit for the rehabilitation of and the establishment, operation, and maintenance in good condition of expanded recreational uses on the Property commonly known as 65 W. Grand Avenue (P.I.N. 06-05-202-043):

I. FINDINGS OF FACT:

1. The Property is approximately 39,970 square feet in area (.91 acres), is located on the South side of Grand Avenue (Route 132) west of Cedar and Sherman Avenues, and east of Oak Knoll Drive, within the Village of Lake Villa (the "Village") CB (Community Business) Zoning District, and is legally described as follows:

PARCEL 1: LOT 2 IN ROX'S ADDITION TO LAKE VILLA, BEING A SUBDIVISION OF THE NORTH 330 FEET OF THE EAST HALF OF LOT 2 OF THE NORTHEAST ONE QUARTER OF SECTION 5, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE WEST 700.8 FEET THEREOF AND EXCEPT THE EAST 342 FEET THEREOF), ACCORDING TO THE PLAT THEREOF, RECORDED JULY 6, 1956, AS DOCUMENT 914699 IN BOOK 1460 OF RECORDS, PAGE 163, IN LAKE COUNTY, ILLINOIS.

PARCEL 2: AN EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER THE NORTH 35 FEET OF LOT 1 IN SUBDIVISION AFORESAID, FOR THE PURPOSE OF INGRESS AND EGRESS AS RESERVED IN DEED FROM GEORGE KOVACHEVIC AND WIFE TO LOUIS BEHM, DATED JULY 10, 1956 AND RECORDED AUGUST 16, 1956, AS DOCUMENT 919699, IN LAKE COUNTY, ILLINOIS.

2. The Petitioners for the Amended Conditional Use Permit are the lessee and contract purchaser of the Property, Camta Group, Inc., and the present owner of the Property, Karpathos Holdings, LLC, which has joined in and approved said Petition (collectively, the "Petitioners").
3. The Property is presently zoned and classified as part of the Village's CB (Community Business) Zoning District and is subject to an existing Conditional Use Permit granted in 1992 for a tavern and related improvements pursuant to Village of Lake Villa Ordinance No. 92-6-5. The Petitioners are not requesting rezoning of the Subject Property.

4. The Petitioners are requesting the Village's preliminary and final approval of an Amended Conditional Use Permit to allow the redevelopment of the Subject Property and the expansion of the uses permitted thereon, which would include: (1) the improvement and/or expansion of the existing tavern utilizing the existing commercial structure on the Subject Property, (2) the expansion, establishment and maintenance of certain outdoor accessory recreational uses and activities, including a sand volleyball area, horseshoes, bean bag toss (also known as cornhole), and similar outdoor activities, (3) outdoor seating for both customers and spectators, (4) the installation of a re-purposed shipping container with electric service and potable water connections for the purpose of the preparation and serving of food and beverages to customers, which structure would be used as much as twelve (12) months each year, and (5) the approval of variations from certain provisions of the Village's Zoning Ordinance to permit the Petitioners to install a fence having a height of up to twelve feet (12') along the rear property line of the Subject Property (there is now a fence which is six (6) feet in height at this location) as well as approval of a variation from the side yard setback provisions of the Village's Zoning Regulations to allow a temporary food trailer to be parked intermittently in the West side yard setback of the Subject Property, which trailer shall in no event be located not less than one (1) foot from the West side lot line of the Subject Property (collectively, the "Amended Conditional Use Permit" or the "Amended Conditional Use")
  
5. The Amended Conditional Use requested by the Petitioners for the rehabilitation of and proposed improvements for the Subject Property:
  - (a) is consistent with the particular physical surroundings of the Subject Property, the mixed uses on properties in the general vicinity thereof, and the present zoning of the Subject Property, and that the granting of certain relief from the Village's Zoning Regulations, if any, will not be detrimental to the public welfare or injurious to other property owners in the vicinity of the Subject 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, and will be operated and maintained in good condition 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 Petitioners at the Petitioners' sole expense;

- (g) does not create excessive additional requirements at public expense for public facilities and service and will not be detrimental to the economic welfare of the community;
- (h) does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
- (i) will provide vehicular access to the Subject Property designed so that such use does not create any interference with traffic on surrounding public thoroughfares;
- (j) will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;
- (k) will comply with all additional regulations in this Ordinance specific to the Conditional Use Permit requested;
- (l) will be consistent with the existing zoning of and with the existing uses of nearby properties;
- (m) will not diminish property values by any zoning restrictions which may otherwise be applicable or by granting of the proposed 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 additional recreational uses within the Village in the form of a redevelopment tavern and expanded outdoor uses, and there will be no hardship imposed upon the Petitioners;
- (p) will satisfy a community need for the uses which are the subject of the Amended Conditional Use Permit requested by the Petitioners;
- (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 Community Business (CB) Zoning District and the neighborhood in which it will be located;
- (s) will preserve the value of the surrounding residential area and will be compatible with surrounding land uses;



- (t) The Subject Property is suitable for the establishment of the proposed Amended Conditional Use Permit;
  - (u) The Village has undertaken its planning and land use regulations with great care;
  - (v) The Subject Property contains no topographical, environmentally sensitive, or historical features which require preservation;
6. The proposed Amended Conditional Use Permit would amend the existing Conditional Use previously approved in 1992 by Ordinance No. 92-6-4 to authorize the continued operation and maintenance of a planned development in the nature of a tavern with expanded recreational facilities pursuant to the Village's Zoning Regulations in the CB Zoning District in which the Subject Property is located, and the proposed Amended Conditional Use Permit is compatible with other uses permitted in the CB Zoning District;
  7. The proposed Amended Conditional Use Permit is consistent with the stated purpose of the Planned Development regulations set forth in the Village's Zoning Regulations and the proposed preliminary and final plans for said Amended Conditional Use Permit meet the requirements and standards for planned developments.
  8. The preliminary and final plans for the Amended Conditional Use Permit indicate that it will produce a public benefit meeting the planning objectives and standards of the Village.
  9. The preliminary and final plans submitted to the Village by the Petitioners reflect a design which provides for adequate public services and adequate control over vehicular traffic.
  10. The proposed Amended Conditional Use Permit will be compatible with and beneficial to the adjacent properties and to the neighborhood and is a desirable addition to the Village's recreational options.
  11. In reviewing requests for Conditional Uses and amendments thereto, the following standards were reviewed and considered pursuant to the Village's Zoning Code:

- (a) Location: The site shall be so situated that the proposed use is compatible with the existing and planned future development in the area.

The Plan Commission finds that the proposed Amended Conditional Use is located along an arterial compatible with various recreational amenities of this type.

- (b) Zoning District Requirements: All regulations of the zone in which a conditional use is located shall apply to such uses, except where

specifically amended by the conditions under which the Amended Conditional Use Permit will be granted.

- (c) Lot Area: A conditional use shall be located on a lot or a zoning lot which conforms to the applicable zone regulations.

The Plan Commission finds that the proposed Amended Conditional Use is in compliance with minimum requirements of the Community Business (CB) Zoning District.

- 12. In evaluating the proposed Amended Conditional Use, the Plan Commission considered the degree to which the proposed redevelopment of the Subject Property varies from underlying zoning standards of the district in which it is located, considered the benefits of the Planned Development, and found that various expanded recreational uses proposed by the Petitioners will exceed the minimum requirements otherwise provided by the Village's Zoning Regulations
- 13. The Plan Commission also considered the degree to which the Petitioners exhibited extra care and attention to details in excess of Village requirements which enhance the character of the proposed redevelopment of the Subject Property.
- 14. The Plan Commission found that the proposed Amended Conditional Use will provide additional recreational amenities which will attract additional customers to the business.
- 15. The proposed Amended Conditional Use is located along an easily accessible arterial.

II. CONDITIONS OF PRELIMINARY AND FINAL APPROVAL: The Plan Commission of the Village recommended that the Petitioners be granted preliminary and final approval of the requested Amended Conditional Use subject to the following conditions:

- (A) 1. The Amended Conditional Use Permit shall be issued to the Petitioners herein until such time as the Petitioner Camta Group, Inc. becomes the owner of the Subject Property, at which time the Amended Conditional Use Permit shall thereafter be specific only to the Camta Group, Inc. and the Petitioner, Karpathos Holdings, LLC shall have no further rights and/or obligations relative thereto.
- 2. Upon the Petitioner Camta Group, Inc. acquiring title to the Subject Property, Petitioner Camta Group, Inc. shall be required to provide to the Village in a timely manner a copy of the recorded deed transferring ownership of the Subject Property from Karpathos Holdings, LLC.
- 3. The subject Amended Conditional Use Permit shall not thereafter be transferred to any other person or entity without the prior written consent of the Village Board.

- (B) Prior to the issuance of any temporary or final Certificate of Occupancy for the Amended Conditional Use, the Petitioners shall provide to the Village “as built” final plans showing the precise location of all improvements to the Subject Property, including all structures and on-site improvements and parking.
- (C) Any signage to be installed on the Subject Property as part of the Amended Conditional Use herein granted shall be in compliance with the sign regulations of the Village.
- (D) No Authorization for Development Activity: The approvals granted by Ordinance of the Village are not and shall not be interpreted in any manner as an authorization for Petitioners and/or their respective assigns, employee(s), contractor(s), and/or agent(s) to commence any development activity on the Subject Property until the required building and other permits are obtained from the Village.
- (E) The Amended Conditional Use Permit shall be issued to and be specific to only the Petitioners, Camta Group, Inc. and Karpathos Holdings, LLC, until such time that the Camta Group, Inc. becomes the owner of the Property, at which time the Amended Conditional Use Permit shall thereafter be specific only to Petitioner Camta Group, Inc., and not Karpathos Holdings, LLC, and shall not thereafter be transferable to any other person or entity without the prior written consent of the Village Board.
- (F) The Amended Conditional Use Permit and variations to be granted shall comply with all applicable health and sanitation regulations of the Illinois Department of Public Health, the Lake County Board of Health, and of all of the applicable state and federal agencies, as well as all applicable provisions of the Lake Villa Village Code, as amended from time to time.
- (G) In the event that, now or in the future, the operations authorized by the Amended Conditional Use Permit have been determined by the Board of Trustees of the Village to have caused or contributed to any substantial adverse impact on residents or occupants and/or properties in the vicinity:
  - 1. If so directed in writing by the Board of Trustees of the Village or the Village Administrator, as their designee, the Petitioners shall promptly cause those portions of the Subject Property contributing to such adverse impact now or in the future to be modified to the degree that the Amended Conditional Use Permit no longer creates a nuisance to other residents and/or properties in the vicinity of the Subject Property as determined by the Board of Trustees of the Village or by the Village Administrator, as their designee; and/or
  - 2. If so directed in writing by the Board of Trustees of the Village or the Village Administrator, as their designee, the Petitioners shall promptly cause

smoke, fumes and/or odor mitigation measure(s) to be implemented on the Subject Property to mitigate any such violation(s) on the Subject Property. Prior to installation and/or implementation of any such mitigation measure(s), plans for such mitigation measures shall be submitted to the Village and approved in advance in writing by the Board of Trustees of the Village, or by the Village Administrator as their designee.

3. If so directed in writing by the Board of Trustees or the Village Administrator, as their designee, the Petitioners shall take other reasonable steps to mitigate all adverse impacts created by the operation of the Amended Conditional Use Permit.
- (H) The Village shall reserve the right to suspend and/or revoke the Amended Conditional Use Permit and/or impose additional restrictions, regulations and/or conditions of operations of the Amended Conditional Use Permit herein authorized if any violation(s) arise relative to odor, smoke, fumes, or other violations arise at any time. Any violations of the Village's Zoning Regulations or the Village Code, or of the express conditions and restrictions of this Ordinance and/or of Village of Lake Villa Ordinance No. 92-6-5 shall require a hearing before the Village Board where the Petitioners will be given an opportunity to be heard on such issues, and the Petitioners shall be required to present at such hearing proposed modifications to be made to its operation, which modifications shall require the written approval of the Village Board prior to implementation thereof, to remedy any and all violations of the Amended Conditional Use Permit or of any other applicable Village ordinances to prevent such violations in the future. If either of the Petitioners fails to adequately provide such modifications or otherwise fails to remedy all such violations as determined by the Village Board, the Village Board may order the Amended Conditional Use herein authorized to cease operations by a date certain. Such date certain shall be not less than 30 days and not more than 60 days from the hearing date before the Village Board.
- (I) Prior to commencement of the operations of the Amended Conditional Use on the Subject Property, and at least once annually, the Petitioners and/or their respective successor(s) and/or assign(s) shall provide to the Village copies of all current required certifications, permits, licenses, approvals, and/or "no permit required" letters which shall each be current and valid establishing that the Petitioners are licensed and/or permitted to operate the business and restaurant use and related equipment at such location. Such certifications, permits, license(s) and approval(s) shall include, but shall not be limited to: the Illinois Department of Public Health, the Lake County Board of Health, Lake Villa Building Inspector, and Lake Villa Zoning Officer.
- (J) The Amended Conditional Use Permit shall be subject to, and the Petitioners shall be required to comply with, all regulations of the Village's CB Zoning District in which the Subject Property is located, all applicable provisions of the Village's Zoning Ordinance and Lake Villa Village Code, as well as all applicable

ordinances and regulations of the State of Illinois, the Illinois Department of Public Health, and the Lake County Board of Health.

(K) The following exceptions from the provisions of the Village's Zoning Regulations should be granted for the requested Amended Conditional Use Permit:

1. An exception from the provisions of the Village's Zoning Regulations relative to the maximum permitted height of a fence in the CB Zoning District should be granted to the Petitioners to allow the Petitioners to construct and maintain in good condition a fence having a height of up to twelve feet (12') along the rear property line of the Subject Property. There is currently a fence at this location which is only six feet (6') in height.
2. An exception to permit the possible installation of a re-purposed shipping container with electric service and potable water connections for the purpose of the preparation and serving of food and beverages to customers, which structure would be used as much as twelve (12) months each year.
3. An exception from the side yard setback otherwise required by the Village's Zoning Regulations should be granted to the Petitioners to allow the Petitioners to have a temporary food trailer on the Subject Property which shall be parked intermittently in the West side yard setback of the Subject Property, which trailer shall in no event be located not less than one (1) foot from the West side lot line of the Subject Property.
4. Except for lighting required for security purposes, exterior lighting shall be turned off at 10:00 p.m. and exterior music will be turned off at 9:30 p.m.
5. Screening for refuse containers shall be provided and maintained in good condition.



**DATE:** May 2, 2024  
**TO:** Mayor James McDonald and Board of Trustees  
**FROM:** Michael Strong, Village Administrator  
**RE:** **Village’s Municipal Electricity Aggregation Program**

---

**Purpose**

The Village Board is scheduled to discuss and consider whether its Municipal Electricity Aggregation Program should be renewed during its regular meeting on Monday, May 6. The purpose of this memorandum is to provide background information about municipal electricity aggregation programs and present options the Village Board may consider relative to the Village-wide program which will expire in August 2024.

**Background**

On August 10, 2009, Governor Quinn signed into law Public Act 96-176, amending the Illinois Power Agency Act (the “Act”), which authorizes municipalities to engage in electricity supply contracts with alternative energy suppliers on behalf of its residents and small businesses. Under the Act, municipalities have the ability to purchase electricity on behalf of residential and small-business utility customers (businesses using no more than 15,000 kilowatt-hours of electricity a year) located within its boundaries.

Typically, these customers get their electricity supplied through a local utility (ComEd), but through aggregation municipalities take on the responsibility for negotiating the price of power from an alternate supplier with the goal of securing rates that are lower than the local utility’s supply rates. **Importantly, these arrangements are limited to negotiating supply and not distribution of energy – therefore, ComEd is still responsible for delivering that electricity to customers in communities that have an aggregation program.**

The Village of Lake Villa approved an electricity aggregation program by referendum in March 2012 via Ordinance 2012-05-01 and joined the Northern Illinois Municipal Electric Collaborative (“NIMEC”), a municipal and non-profit purchasing collaborative, to participate in a joint-bidding opportunity to solicit energy supply rates from alternative energy suppliers. The Village’s aggregation program originally ran between 2012-2015, when it was then idled due to significant drops in ComEd’s supply rate whereby savings were no longer achievable for residents and small businesses.

In 2023, the Village restarted its program at a fixed rate of 7.45 cents per kWh, which also provides a monthly Civic payment to the Village in the amount of approximately \$2,000

from the current supplier, MC Squared Energy Services (MC<sup>2</sup>). The Village's current program is set to expire in August 2024.

### **Budget/Fiscal Impact**

Over the past several years, NIMEC has been monitoring the electricity market on the Village's behalf to explore continued feasibility of these programs and potential savings opportunities for communities under a municipal aggregation arrangement. Importantly, when the program restarted in early March 2023, the ComEd rate-to-compare was established at 9.700 cents per kWh. Unfortunately, in September 2023, that rate dropped to an annualized rate of 7.00 cents per kWh, which is less than the Village's current fixed rate option. Therefore, accounts that have opted-in to the Village's program are paying approximately .0045 cents per kWh more than they would be under the standard supply rate with ComEd, which equates to an average of \$5.40 over the course of a year (Based on average annual usage of 1,200 kWh).

Based on NIMEC's review of the current energy supply market, and projected rate tariffs for ComEd, it seems very unlikely that municipalities will see the savings opportunity through aggregation in the future. Therefore, savings should no longer be used as a policy goal for municipal aggregation programs.

### **Options to Consider**

Recognizing that cost-saving opportunities are no longer viable under municipal aggregation, and since the Village's contract is set to expire, Village Staff has been working with NIMEC to explore possible options the Village Board might consider relative to its municipal aggregation program.

#### **1. Price Match Program**

One option, if the Village Board desires to continue its municipal aggregation program, would be to pivot to a "price match" program with a third-party supplier. Under this arrangement, residents and small businesses who have not opted-out of the Village's program would be offered a guaranteed supply rate that is the equal to ComEd's rate.

Under this program, MC<sup>2</sup> will continue to be the alternative energy supply source for the Village. Additionally, the Village would receive a civic contribution grant in the amount of \$10,000 annually to put toward capital or other programmatic initiatives. Most notifications sent out would be informing residents of the program, with no action needed on their part.

#### **2. Expiration and Termination of Program**

A second option would be to allow the current program to expire/terminate in August 2024, and not offer a renewal option for residents and small businesses. This would automatically convert all accounts back to the ComEd default supply rate, like the process that was followed in 2015, when the program was last idled. Under this option, the Village would no longer receive civic contribution grants, and notifications would go out to every single residential and small business account notifying them that they will be converted back to ComEd for default supply.

**Direction Requested**

Village Staff is seeking direction from the Village Board on whether the Village should 1) continue its aggregation program thereby converting to a price-match guarantee program, or 2) let the current program expire and not renew its aggregation program with MC<sup>2</sup>.

If there is a consensus of the Village Board to continue the aggregation program, Village Staff recommends that the Village Board approve the enclosed Resolution, which would authorize the Mayor to enter into a Power Supply Agreement once it is prepared.

Village Staff, and representatives from NIMEC will present additional information relative to the municipal aggregation program and current market during the meeting on May 6.

**Attachments**

1. Resolution Providing for the Advanced Authorization to Enter Into a Power Supply Agreement



RESOLUTION  
PROVIDING FOR ADVANCE AUTHORIZATION  
FOR THE RENEWAL OF THE VILLAGE’S AGGREGATION PROGRAM  
FOR ELECTRICAL LOAD

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village of Lake Villa, Illinois (“Village”) submitted the question to referendum in March of 2012 and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program in 2012, and continues to be in place today; and

WHEREAS, the Corporate Authorities hereby find that it is in the best interest of the Village to renew the aggregation program under the Act as an opt-out program and to extend for another two years with our current supplier pursuant to the terms of the Act.

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 Preamble of this Ordinance is declared to be true and correct and is incorporated by reference herein.

SECTION 2:

A. Pursuant to Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq., (the “Act”) the Corporate Authorities of the Village are hereby authorized to

aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located within the corporate limits of the Village, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.

C. As an opt-out program, the Corporate Authorities of the Village shall inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program before the resident or commercial account is renewed. The disclosure and information provided to the customers shall comply with the requirements of the Act.

D. The Corporate Authorities hereby grant the Mayor or his designee the specific authority to execute a contract without further action by the Corporate Authorities and with the authority to bind the Village.

E. The Village will engage NIMEC, who will solicit bids and consult with the Village in our decision to select the supplier that best meets our needs. NIMEC will also assist with the conversion process and provide assistance to residents with questions.

SECTION 3: This Resolution shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

Passed by the Corporate Authorities on May 6th, 2024, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on May 6<sup>th</sup>, 2024

---

James McDonald, Mayor  
Village of Lake Villa

ATTEST:

---

Mary Konrad, Village Clerk

**AGREEMENT BETWEEN THE VILLAGE OF LAKE VILLA AND  
CHICAGOLAND PAVING CONTRACTORS, INC. FOR PAVEMENT PATCHING SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Village of Lake Villa (hereinafter referred to as “VILLAGE”) and Chicagoland Paving Contractors, Inc. (hereinafter referred to as “Contractor/Vendor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Village’s annual Pavement Patching Program (hereinafter referred to as “Project”, the “Work”, or the “Services”) as set forth on the Contractor/Vendor’s Proposal No. 24-230 dated April 11, 2024, (the “Contractor/Vendor’s Proposal”), a copy of which is attached hereto as Exhibit A and thereby made a part hereof. This Agreement, the Contractor/Vendor’s Proposal dated April 11, 2024, and/or any Purchase Order issued by the Village shall be part of the Contract Documents.

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor/Vendor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:
  - The Contractor/Vendor’s Proposal No. 24-230, and dated April 11, 2024; and/or
  - Village of Lake Villa Purchase Order No. \_\_\_\_\_.which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”)
  
2. Payment:
  - A. Not to Exceed Payment: The Village agrees to pay the Contractor/Vendor as compensation for all Work required by this Agreement as follows:
    - the amount(s) set forth on Exhibit A (the “Contractor/Vendor’s Proposal”);
    - the amount(s) based upon the Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
    - a not-to-exceed amount of \$90,000 (“Contract Price”)
  
  - B. Invoices for Payments: The Contractor/Vendor agrees to and shall prepare and submit:
    - an invoice to the Village upon completion of and approval by the Village of the Work; or
    - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor/Vendor.
  
  - C. Village’s Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the “Act).The Village complies with the Act, which states that any bills approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.
  
3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor/Vendor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

4. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:
- A. This Agreement
  - B. Scope of Work (Exhibit A)
  - C. Schedule of Fees (Exhibit B)
  - D. Other: \_\_\_\_\_

In the event of any conflict between this Agreement and any other Contract Documents, this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than May 13, 2024 (hereinafter the “Commencement Date”), and shall be completed no later than June 14, 2024 (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
6. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village’s Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor/Vendor shall be done in conformance with the Contract Documents.
10. Permits and Licenses: The Contractor/Vendor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor/Vendor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor/Vendor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor/Vendor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor/Vendor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor/Vendor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor/Vendor and/or by the Contractor/Vendor's insurer or agent.
- C. Within ten (10) business days after the Contractor/Vendor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor/Vendor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor/Vendor and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor/Vendor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor/Vendor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor/Vendor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor/Vendor receives its initial verbal or written notice of such incident, claim, or complaint.

12. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor/Vendor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor/Vendor. Contractor/Vendor shall not start the Work under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor/Vendor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and/or volunteers.
- (c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Lake Villa and/or on behalf of its elected and appointed officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Lake Villa and/or its elected and appointed officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor/Vendor shall be required to name the "Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Lake Villa, and/or by its elected and appointed officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

(ii)  Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and

volunteers” as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;  
(Required for large construction projects; applicable if box is checked)

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”: \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iv) Workers’ Compensation insurance as required by the Workers’ Compensation Act of the State of Illinois with coverage of statutory limits and Employers’ Liability Insurance with limits of \$1,000,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the “Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers” for losses arising from work performed by the Contractor/Vendor for the Village.

(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to ensure that workers’ compensation coverage applies under Contractor/Vendor’s coverage rather than under the coverage of the Village of Lake Villa, and/or of its elected and appointed officers, officials, employees, agents and/or its volunteers (if the Village of Lake Villa, its elected and appointed officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor/Vendor’s employee).

(v)  Builder’s Risk Property Coverage with “Village of Lake Villa” named as the loss payee: insurance shall be provided against “all risk” of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;  
(Required for a general contractor on a building construction project; applicable if box is checked)

(vi)  Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and  
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

(vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 12(B)(i) above, then a \$1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Lake Villa.

D. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its elected and appointed officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Contractor/Vendor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.



- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Lake Villa expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Contractor/Vendor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor/Vendor shall furnish the Village of Lake Villa with certificates of insurance naming the "Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13,. The Village reserves the right to request full certified copies of the insurance policies and endorsements.  
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor/Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor/Vendor to be maintained by the Village.
- J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor/Vendor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor/Vendor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor/Vendor agrees that the obligation to provide the insurance required by this Agreement or any

of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

- L. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor/Vendor or any subcontractor's insurance.
- M. Notice of Bodily Injury or Property Damage: The Contractor/Vendor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- N. Updated Proof Required: The Contractor/Vendor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- O. Safety/Loss Prevention Program Requirements: The Contractor/Vendor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- P. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 12, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

13. Indemnity:

- A. To the fullest extent permitted by law, the Contractor/Vendor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, officials, employees and agents against all injuries, deaths, loss, damages, claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor/Vendor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor/Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor/Vendor shall, at its own expense, satisfy and discharge the same.
- B. Contractor/Vendor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor/Vendor, shall in no way limit the

responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

- C. Contractor/Vendor further agrees that to the extent that money is due the Contractor/Vendor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
  - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor/Vendor, its officers, directors, employees and subcontractors (collectively, Contractor/Vendor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
  - E. Neither the Village nor the Contractor/Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
  - F. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. No Conflicts of Interest: The Contractor/Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Vendor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
15. Compliance with Laws: Contractor/Vendor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor/Vendor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor/Vendor if requested by the Village.
16. Equal Employment Opportunity: The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
17. Certifications: By the execution of this Agreement, the Contractor/Vendor certifies that: (1) the Contractor/Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written

policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Prevailing Wage Act Notice [Check box that applies]:

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

19. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor/Vendor warrants and guarantees that for a period of four (4) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor/Vendor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor/Vendor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor/Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

20. Standard Specifications:

A. All Work performed by Contractor/Vendor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

B. Through the course of the Project, the Contractor/Vendor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard

Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.

- C. All traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the “Illinois Manual Uniform Traffic Control Devices for Streets and Highways”.
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor/Vendor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project and/or Work, which is the subject of the Contract Documents, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor/Vendor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor/Vendor, but the Village agrees to waive any claim against the Contractor/Vendor arising from any unauthorized reuse or modification of the Project Documentation.
22. Contractor/Vendor is an Independent Contractor: It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor/Vendor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.
23. Village Confidential Information:
- A. Contractor/Vendor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 23 shall survive any termination of the Contract.
24. Permitted Hours of Work: All construction activity is limited to a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor/Vendor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.
25. Restoration of Work Site: The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor’s/Vendor’s expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village’s designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village’s designee, with new plantings of good health and quality with species consistent with the recommendation of the Village’s designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is

completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

26. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
27. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.
28. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor/Vendor under the Paragraphs 13, 19, 23 and 29 hereof shall continue after such termination.
29. Advertisement: The Contractor/Vendor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
30. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor/Vendor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
31. Termination: The following shall constitute events of default under this Agreement and the related Contract:
  - a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor/Vendor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor/Vendor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor/Vendor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor/Vendor and to hire others to complete the defaulted work. Upon default, the Contractor/Vendor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor/Vendor to conform to the Contract Documents

and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor/Vendor pursuant to the Contract Documents.

- 32. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 33. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 34. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 35. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 36. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 37. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

CONTRACTOR/VENDOR

VILLAGE OF LAKE VILLA

**Chicagoland Paving Contractors, Inc.**

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

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

\_\_\_\_\_  
Its Authorized Agent

\_\_\_\_\_  
Its Authorized Agent

ATTEST: \_\_\_\_\_  
Mary Konrad, Village Clerk

EXHIBIT A

Scope of Work: Contractor/Vendor's Proposal #24-230 dated April 11, 2024



**CHICAGOLAND PAVING CONTRACTORS, INC.**

225 TELSER ROAD  
LAKE ZURICH, IL 60047  
Phone - (847) 550-9681 - Fax (847) 550-9684  
[office@chicagolandpaving.com](mailto:office@chicagolandpaving.com)

**#24-230**

<b>DATE</b>	April 11, 2024	<b>PROJECT INFORMATION</b>	
<b>TO:</b>	Village of Lake Villa	<b>Job Name:</b>	2024 Pavement Patching
	65 Cedar Ave.	<b>Address:</b>	
	Lake Villa, IL 60046		
<b>Attn:</b>	Ryan Horton	<b>Property Owner:</b>	
<b>Phone:</b>			Lake Villa
	<a href="mailto:Rhorton@lake-villa.org">Rhorton@lake-villa.org</a>		

We hereby Propose to Furnish the Materials, Equipment, & Labor Necessary to:

Item #:	Description	Unit	Unit Price
1)	Class D Patches, 4", Type II	SY	\$ 44.00
2)	Class D Patches, 4", Type III	SY	\$ 43.50
3)	Class D Patches, 4" Type IV	SY	\$ 43.00
4)	Class D Patches, 6", Type IV	SY	\$ 65.00

**Exclusions:**

Restoration of turf.

Removal/replacement of unsuitable sub-base.

Permits, Bonds, Testing

Accepted by above

  
William Bowes

With your signature, you agree to pay the full amount of all invoicing within 30 days upon completion of the work.

**\*\*The work shown above will not be scheduled without a returned signature.\*\***

**AGREEMENT BETWEEN THE VILLAGE OF LAKE VILLA AND  
CHICAGOLAND PAVING CONTRACTORS, INC. FOR PAVEMENT PATCHING SERVICES  
RELATED TO THE LAKE VILLA TOWNSHIP BASEBALL COMPLEX**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Village of Lake Villa (hereinafter referred to as “VILLAGE”) and Chicagoland Paving Contractors, Inc. (hereinafter referred to as “Contractor/Vendor”) to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Pavement Patching of the Lake Villa Township Baseball Complex (hereinafter referred to as “Project”, the “Work”, or the “Services”) as set forth on the Contractor/Vendor’s Proposal No. 24-264 dated April 30, 2024, (the “Contractor/Vendor’s Proposal”), a copy of which is attached hereto as Exhibit A and thereby made a part hereof. This Agreement, the Contractor/Vendor’s Proposal dated April 30, 2024, and/or any Purchase Order issued by the Village shall be part of the Contract Documents.

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Work:** The Contractor/Vendor agrees to and shall timely perform and fully complete the “Scope of Work” as set forth in:
  - The Contractor/Vendor’s Proposal No. 24-264, and dated April 30, 2024; and/or
  - Village of Lake Villa Purchase Order No. \_\_\_\_\_.which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”)
  
2. **Payment:**
  - A. **Not to Exceed Payment:** The Village agrees to pay the Contractor/Vendor as compensation for all Work required by this Agreement as follows:
    - the amount(s) set forth on Exhibit A (the “Contractor/Vendor’s Proposal”);
    - the amount(s) based upon the Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
    - a not-to-exceed amount of \$32,000 (“Contract Price”)
  
  - B. **Invoices for Payments:** The Contractor/Vendor agrees to and shall prepare and submit:
    - an invoice to the Village upon completion of and approval by the Village of the Work; or
    - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor/Vendor.
  
  - C. **Village’s Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the “Act).**The Village complies with the Act, which states that any bills approved by the Village for payment shall be paid within thirty (30) days after date of approval of the invoice. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents.
  
3. **Performance and Payment Bond:** If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor/Vendor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

4. Contract Documents: The term “Contract Documents” means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:
  - A. This Agreement
  - B. Scope of Work (Exhibit A)
  - C. Schedule of Fees (Exhibit B)
  - D. Other: \_\_\_\_\_

In the event of any conflict between this Agreement and any other Contract Documents, this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than May 13, 2024 (hereinafter the “Commencement Date”), and shall be completed no later than June 14, 2024 (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
6. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village’s Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor/Vendor shall be done in conformance with the Contract Documents.
10. Permits and Licenses: The Contractor/Vendor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.
11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor/Vendor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor/Vendor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor/Vendor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor/Vendor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor/Vendor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor/Vendor and/or by the Contractor/Vendor's insurer or agent.
- C. Within ten (10) business days after the Contractor/Vendor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor/Vendor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor/Vendor and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor/Vendor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor/Vendor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor/Vendor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor/Vendor receives its initial verbal or written notice of such incident, claim, or complaint.

12. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor/Vendor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor/Vendor. Contractor/Vendor shall not start the Work under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor/Vendor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and/or volunteers.
- (c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Lake Villa and its elected and appointed officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Lake Villa and/or on behalf of its elected and appointed officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Lake Villa and/or its elected and appointed officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor/Vendor shall be required to name the "Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Lake Villa, and/or by its elected and appointed officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

(ii)  Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Lake Villa, and its elected and appointed officers, officials, employees, agents and

volunteers” as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;  
(Required for large construction projects; applicable if box is checked)

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 “Any Auto”: \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iv) Workers’ Compensation insurance as required by the Workers’ Compensation Act of the State of Illinois with coverage of statutory limits and Employers’ Liability Insurance with limits of \$1,000,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the “Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers” for losses arising from work performed by the Contractor/Vendor for the Village.

(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to ensure that workers’ compensation coverage applies under Contractor/Vendor’s coverage rather than under the coverage of the Village of Lake Villa, and/or of its elected and appointed officers, officials, employees, agents and/or its volunteers (if the Village of Lake Villa, its elected and appointed officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor/Vendor’s employee).

(v)  Builder’s Risk Property Coverage with “Village of Lake Villa” named as the loss payee: insurance shall be provided against “all risk” of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;  
(Required for a general contractor on a building construction project; applicable if box is checked)

(vi)  Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and  
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

(vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 12(B)(i) above, then a \$1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Lake Villa.

D. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its elected and appointed officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Contractor/Vendor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Lake Villa expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Contractor/Vendor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor/Vendor shall furnish the Village of Lake Villa with certificates of insurance naming the "Village of Lake Villa, its elected and appointed officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13,. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subcontractors: Contractor/Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor/Vendor to be maintained by the Village.
- J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor/Vendor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor/Vendor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor/Vendor agrees that the obligation to provide the insurance required by this Agreement or any

of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

- L. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor/Vendor or any subcontractor's insurance.
- M. Notice of Bodily Injury or Property Damage: The Contractor/Vendor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- N. Updated Proof Required: The Contractor/Vendor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- O. Safety/Loss Prevention Program Requirements: The Contractor/Vendor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- P. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 12, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

13. Indemnity:

- A. To the fullest extent permitted by law, the Contractor/Vendor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officers, officials, employees and agents against all injuries, deaths, loss, damages, claims, any claims or amount recovered by reason of any infringement of any patent, trademark or copyright, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officers, officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor/Vendor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor/Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor/Vendor shall, at its own expense, satisfy and discharge the same.
- B. Contractor/Vendor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor/Vendor, shall in no way limit the



responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

- C. Contractor/Vendor further agrees that to the extent that money is due the Contractor/Vendor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
  - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor/Vendor, its officers, directors, employees and subcontractors (collectively, Contractor/Vendor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
  - E. Neither the Village nor the Contractor/Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
  - F. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. No Conflicts of Interest: The Contractor/Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Vendor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
15. Compliance with Laws: Contractor/Vendor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor/Vendor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor/Vendor if requested by the Village.
16. Equal Employment Opportunity: The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
17. Certifications: By the execution of this Agreement, the Contractor/Vendor certifies that: (1) the Contractor/Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written

policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Prevailing Wage Act Notice [Check box that applies]:

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

19. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor/Vendor warrants and guarantees that for a period of four (4) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor/Vendor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor/Vendor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor/Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

20. Standard Specifications:

A. All Work performed by Contractor/Vendor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.

B. Through the course of the Project, the Contractor/Vendor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard

Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.

- C. All traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the “Illinois Manual Uniform Traffic Control Devices for Streets and Highways”.
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor/Vendor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project and/or Work, which is the subject of the Contract Documents, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor/Vendor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor/Vendor, but the Village agrees to waive any claim against the Contractor/Vendor arising from any unauthorized reuse or modification of the Project Documentation.
22. Contractor/Vendor is an Independent Contractor: It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor/Vendor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.
23. Village Confidential Information:
- A. Contractor/Vendor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 23 shall survive any termination of the Contract.
24. Permitted Hours of Work: All construction activity is limited to a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor/Vendor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.
25. Restoration of Work Site: The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor’s/Vendor’s expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village’s designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village’s designee, with new plantings of good health and quality with species consistent with the recommendation of the Village’s designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is

completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

26. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.
27. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.
28. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor/Vendor under the Paragraphs 13, 19, 23 and 29 hereof shall continue after such termination.
29. Advertisement: The Contractor/Vendor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
30. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor/Vendor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
31. Termination: The following shall constitute events of default under this Agreement and the related Contract:
  - a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor/Vendor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor/Vendor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor/Vendor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor/Vendor and to hire others to complete the defaulted work. Upon default, the Contractor/Vendor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor/Vendor to conform to the Contract Documents

and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor/Vendor pursuant to the Contract Documents.

- 32. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
- 33. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
- 34. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
- 35. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 36. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 37. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

CONTRACTOR/VENDOR

VILLAGE OF LAKE VILLA

**Chicagoland Paving Contractors, Inc.**

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

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

\_\_\_\_\_  
Its Authorized Agent

\_\_\_\_\_  
Its Authorized Agent

ATTEST: \_\_\_\_\_  
Mary Konrad, Village Clerk

EXHIBIT A

Scope of Work: Contractor/Vendor's Proposal #24-264 dated April 30, 2024

**CHICAGOLAND PAVING CONTRACTORS, INC.**

225 TELSER ROAD  
LAKE ZURICH, IL 60047  
Phone -- (847) 550-9681 - Fax (847) 550-9684  
[office@chicagolandpaving.com](mailto:office@chicagolandpaving.com)


**#24-264**

<b>DATE</b>	April 30, 2024	<b>PROJECT INFORMATION</b>	
<b>TO:</b>	Village of Lake Villa	<b>Job Name:</b>	2024 Pavement Patching @ Baseball
	65 Cedar Ave.		Parking Lot
	Lake Villa, IL 60046	<b>Address:</b>	349 Grass Lake Road, Lake Villa
<b>Attn:</b>	Ryan Horton	<b>Property Owner:</b>	
<b>Phone:</b>	847-356-6100		

We hereby Propose to Furnish the Materials, Equipment, & Labor Necessary to:  
**2" Patching @ \$21.50/SY (Not to Exceed \$32,000.00)**

BALL PARK PATCHING	Length	Width	SQ FT	SQ YDS		
Patch #1	110	9	990	110		
Patch #2	500	9	4500	500		
Patch #3	65	9	585	65		
Patch #4	157	9	1413	157		
Patch #5	276	9	2484	276		
Patch #6	110	9	990	110		
Inside gate #1	93	9	837	93		
inside gate #2	65	9	585	65		
					<b>1376</b>	<b>\$21.50 / sy</b>
						<b>\$ 30,272.00</b>

Accepted by above

  
 \_\_\_\_\_  
 William R. Bowes, V.P.

With your signature, you agree to pay the full amount of all invoicing within 30 days upon completion of the work.

\*\*The work shown above will not be scheduled without a returned signature.\*\*

04/10/24

VILLAGE OF LAKE VILLA

---

ORDINANCE NO. 2024-05-03

AN ORDINANCE AMENDING TITLE 3 OF  
THE VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: Chapter 8, "Liquor Regulations")

---

ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF LAKE VILLA, ILLINOIS  
THIS 6<sup>TH</sup> DAY OF MAY, 2024

---

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 6<sup>th</sup> day of May, 2024.



AN ORDINANCE AMENDING TITLE 3 OF  
THE VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: Chapter 8, “Liquor Regulations”)

WHEREAS, pursuant to the laws of the State of Illinois (235 ILCS 5/4-1), the Village of Lake Villa, Lake County, Illinois (hereinafter, the “Village”) has the authority to establish liquor regulations and make other modifications to its Village Code; and

WHEREAS, the Corporate Authorities of the Village desire to amend the provisions of Section 3-8-4, “License Numbers and Designation of Licenses”, of Chapter 8, “Liquor Regulations”, of Title 3 of the Village of Lake Villa Village Code as hereinafter set forth:

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

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

SECTION 2: Section 3-8-4, “License Numbers and Designation of Licensees”, of Chapter 8, “Liquor Regulations”, is hereby amended as set forth on Exhibit A attached hereto and thereby made a part hereof.

SECTION 3: The Corporate Authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word “Ordinance” can be changed to “Section”, “Article”, “Chapter”, “Paragraph”, or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 4: All parts of the Lake Villa Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 5: This Ordinance shall not affect any punishment, discipline, infraction, or penalty or any action based on any other Ordinance of this Village incurred before the effective date of this Ordinance, nor any suit, prosecution or proceeding pending at the time of the effective date of this Ordinance, for an offense or violation committed or cause of action arising before this Ordinance, and said other ordinances as heretofore existing shall continue in full force and effect for said limited purpose.

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

SECTION 7: This Ordinance shall be effective from and after its passage, approval, and publication as provided by law.

SECTION 8: The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

Passed by the Corporate Authorities on May 6<sup>th</sup>, 2024, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on May 6<sup>th</sup>, 2024

---

James McDonald  
Mayor, Village of Lake Villa

ATTEST:

---

Mary Konrad,  
Village Clerk

PUBLISHED IN PAMPHLET FORM THIS 6<sup>th</sup> DAY OF May, 2024.

EXHIBIT A

3-8-4: LICENSE NUMBERS AND DESIGNATION OF LICENSEES:

- A. The total number of licenses of a specific classification which shall be issued in any license year shall not exceed the maximum number of liquor licenses for each license class as follows:

<u>License Class</u>	<u>Licenses Permitted</u>
A	13
B	<del>4</del> <u>6</u>
C	<del>2</del> <u>1</u>
D	2
E	0
F	1 (As approved by the Corporate Authorities from time to time)
G	7
H	0
I	0
J	1

- B. Following is a list of current liquor licenses issued by the Village and the designated licensee for each such license:

<u>LICENSEE AND D/B/A, IF APPLICABLE</u>	<u>ADDRESS OF PREMISES FOR WHICH THE LICENSE IS AUTHORIZED, DESIGNATED AND ISSUED</u>
<u>CLASS A</u>	
(1) The 3 Amigos Restaurant	895 E. Grand Avenue
(2) Benders South, Inc., d/b/a Benders South Bar And Grill	1701 N. Milwaukee Avenue
(3) BBQ'd Productions, Inc.	485 N. Milwaukee Avenue
(4) El Charro de Mex-Villa, Inc.	151 E. Grand Avenue, Suite 1
(5) Galati's Grill & Pub	142 Cedar Avenue
(6) Harbor Brewing Company, LLC	136 Cedar Avenue
(7) Julies Morengo, LLC, d/b/a Judy's Bistro	300 N. Milwaukee Avenue, Suite 1
(8) Khayat Bowl Group, d/b/a Lucky Strike Lounge	850 Tower Drive, Unit 108
(9) Khayat Lake House Group, Inc., d/b/a Khayat Lake House	850 Tower Drive, Unit 100
(10) Lake Villa Post 4308	130 E. Grand Avenue
(11) Timothy O'Toole's Pub Lake Villa	10 W. Grand Avenue
(12) Vash, Inc., d/b/a Corner Crossing	211 W. Grass Lake Road
(13) Camta Group, Inc., d/b/a Serve + Swig	65 W. Grand Avenue

<u>CLASS B</u>		
(1)	Graham Enterprise, Inc., d/b/a Lake Villa Quick Shop (GEI)	400 E. Grand Avenue
(2)	Graham Enterprise, Inc., d/b/a Lake Villa BP	980 E. Grand Avenue
<b>(3)</b>	<b><u>Harbor Brewing Company, LLC</u></b>	<b><u>136 Cedar Avenue</u></b>
<b>(4)</b>	<b><u>9<sup>th</sup> Hour Brewing Company, LLC</u></b>	<b><u>136 Cedar Avenue</u></b>
<del>(3)</del> <b>(5)</b>	RDK Ventures, LLC, d/b/a Circle K	31 S. Milwaukee Avenue
<del>(4)</del> <b>(6)</b>	Timothy O'Toole's Pub, Lake Villa	10 W. Grand Avenue
<u>CLASS C</u>		
<del>(1)</del>	<del><b>9<sup>TH</sup> Hour Brewing Company, LLC</b></del>	<del><b>136 Cedar Avenue</b></del>
<del>(2)</del> <b>(1)</b>	The Deli Lama Store & Café	777 S. Milwaukee Avenue, Suite E
<u>CLASS D</u>		
(1)	Blessing 1, Inc.	102 S. Milwaukee Avenue
(2)	The Deli Lama Store & Café	777 S. Milwaukee Avenue, Suite E
<u>CLASS E</u>		
<u>CLASS F</u>		
(1)	The American Aid Society of German Descendants	259 W. Grand Avenue
<u>CLASS G</u>		
(1)	The 3 Amigos Restaurant	895 E. Grand Avenue
(2)	Galati's Grill & Pub	142 Cedar Avenue
(3)	Harbor Brewing Company, LLC	136 Cedar Avenue
(4)	Khayat Lake House Group, Inc., d/b/a Khayat Lake House	850 Tower Drive, Unit 100
(5)	Timothy O'Toole's Pub, Lake Villa	10 W. Grand Avenue
(6)	Vash, Inc., d/b/a Corner Crossing	211 W. Grass Lake Road
(7)	Camta Group, Inc. d/b/a Serve & Swig	65 W. Grand Avenue
<u>CLASS H</u>		
<u>CLASS I</u>		
<u>CLASS J</u>		
(1)	Harbor Brewing Company, LLC	136 Cedar Avenue

VILLAGE OF LAKE VILLA

---

ORDINANCE NO. 2024-05-04

AN ORDINANCE AMENDING  
THE VILLAGE OF LAKE VILLA VILLAGE CODE

(RE: Section 5-4A-3, "Service Rates Established; Provisions")

---

ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF LAKE VILLA, ILLINOIS  
THIS 6TH DAY OF MAY, 2024.

---

Published in pamphlet form by authority of the Corporate Authorities of the Village of Lake Villa, Lake County, Illinois, this 6<sup>th</sup> day of May, 2024.

AN ORDINANCE AMENDING  
THE LAKE VILLA VILLAGE CODE

(RE: Section 5-4A-3, “Service Rates Established; Provisions”)

WHEREAS, the Corporate Authorities of the Village of Lake Villa (“Village”) desire to amend the provisions of the Lake Villa Village Code in order to adjust the water and sewer service rates for the Village’s combined waterworks and sanitary sewerage system, and such adjustments are in the best interests of the Village and its residents:

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

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

SECTION 2: Section 5-4A-3, “Service Rates Established; Provisions”, of the Lake Villa Village Code, as amended, is hereby deleted in its entirety and replaced with the following:

“5-4A-3: SERVICE RATES ESTABLISHED; PROVISIONS:

There shall be and there are hereby established rates or charges for the use of and for the service supplied by the combined waterworks and sewerage system (sometimes referred to herein as “the combined system”) of the Village, based upon the amount of water consumed as shown by the water meters, as follows:

A. Water ~~Charged~~ Charges Per Month:

- 1. Previous and Current Charges
  - a. Effective for all bills released after May 1, 2015, for each user of water of the combined system, the charge shall be Five Dollars and Fifty-One Cents (\$5.51) for each one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be Sixteen Dollars and Fifty-Three Cents (\$16.53) per month.
  - b. Effective for all bills released after May 1, 2016, for each user of water of the combined system, the charge shall be Six Dollars and Eighty-Nine Cents (\$6.89) for each one thousand (1,000) gallons of metered water usage, and the



minimum monthly charge for water service of the combined system shall be Twenty Dollars and Sixty-Seven Cents (\$20.67) per month.

- c. Effective for all bills released after May 1, 2017, for each user of water of the combined system, the charge shall be Eight Dollars and Forty-Five Cents (\$8.45) per one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be Twenty-Five Dollars and Thirty-Five Cents (\$25.35) per month.
- d. Effective for all bills released after May 1, 2018, and thereafter until amended by the Board of Trustees, for each user of water of the combined system, the charge shall be Eight Dollars and Forty-Five Cents (\$8.45) per one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be Twenty-Five Dollars and Thirty-Five Cents (\$25.35) per month.
- e. Effective for all bills released after May 1, 2019, for each user of water of the combined system, the charge shall be Nine Dollars and Four Cents (\$9.04) for each one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be Twenty-Seven Dollars and Twelve Cents (\$27.12) per month.
- f. Effective for all bills released after May 1, 2020, for each user of water of the combined system, the charge shall be Nine Dollars and Twenty-Two Cents (\$9.22) for each one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be Twenty-Seven Dollars and Sixty-Six Cents (\$27.66) per month.
- g. Effective for all bills released after May 1, 2021, for each user of water of the combined system, the charge shall be Nine Dollars and Forty-One Cents (\$9.41) for each one thousand (1,000) gallons of metered water usage, and the minimum charge for water service of the combined system shall be Twenty-Eight Dollars and Twenty-Two Cents (\$28.22) per month.**
- h. Effective for all bills released after May 1, 2022, for each user of water of the combined system, the charge shall be Nine Dollars and Sixty-Nine Cents (\$9.69) per one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be Twenty-Nine Dollars and Six Cents (\$29.06) per month.**
- i. Effective for all bills released after May 1, 2023, and thereafter until amended by the Board of Trustees, for each user of water of the combined system, the charge shall be Nine Dollars and Eighty-Eight Cents (\$9.88) per one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be Twenty-Nine Dollars and Sixty-Four Cents (\$29.64) per month.**

## 2. Future Charges

- a. Effective for all bills released after May 1, 2024, and thereafter until amended by the Board of Trustees, for each user of water of the combined system, the charge shall be ~~Nine Dollars and Ninety Eight Cents (\$9.98)~~ **Ten Dollars and Forty-Two Cents (\$10.42)** per one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be ~~Twenty Nine Dollars and Ninety Four Cents (\$29.94)~~ **Thirty-One Dollars and Twenty-Six Cents (\$31.26)** per month.
- b. Effective for all bills released after May 1, 2025, and thereafter until amended by the Board of Trustees, for each user of water of the combined system, the charge shall be ~~Ten Dollars and Eight Cents (\$10.08)~~ **Ten Dollars and Eighty-Four Cents (\$10.84)** per one thousand (1,000) gallons of metered water usage, and the minimum monthly charge for water service of the combined system shall be ~~Thirty Dollars and Twenty Four Cents (\$30.24)~~ **Thirty-Two Dollars and Fifty-One Cents (\$32.51)** per month.

B. Sewer Charges Per Month:

1. Previous and Current Charges

- a. Effective for all bills released after May 1, 2015, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Six Dollars and Forty-Seven Cents (\$6.47), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Nine Dollars and Seventy-One Cents (\$9.71) per month.
- b. Effective for all bills released after May 1, 2016, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Six Dollars and Fifty-Two Cents (\$6.52), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Nine Dollars and Seventy-Eight Cents (\$9.78) per month.
- c. Effective for all bills released after May 1, 2017, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Six Dollars and Fifty-Eight Cents (\$6.58), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Nine Dollars and Eighty-Seven Cents (\$9.87) per month.
- d. Effective for all bills released after May 1, 2018, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Six Dollars and Fifty-Eight Cents (\$6.58), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Nine Dollars and Eighty-Seven Cents (\$9.87) per month.
- e. Effective for all bills released after May 1, 2019, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000)

gallons of metered water usage shall be Seven Dollars Four Cents (\$7.04), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Ten Dollars and Fifty-Six Cents (\$10.56) per month.

f. Effective for all bills released after May 1, 2020, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Seven Dollars Eighteen Cents (\$7.18), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Ten Dollars Seventy-Seven Cents (\$10.77) per month.

**g. Effective for all bills released after May 1, 2021, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Seven Dollars Thirty-Two Cents (\$7.32), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Ten Dollars Ninety-Nine Cents (\$10.99) per month.**

**h. Effective for all bills released after May 1, 2022, for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Seven Dollars Fifty-Four Cents (\$7.54), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Eleven Dollars Thirty-Two Cents (\$11.32) per month.**

**i. Effective for all bills released after May 1, 2023, a for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Seven Dollars Seventy Cents (\$7.70), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Eleven Dollars Fifty-Four Cents (\$11.54) per month.**

2. Future Charges

a. Effective for all bills released after May 1, 2024, a for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Seven Dollars Seventy-Seven Cents (\$7.77), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Eleven Dollars Sixty-Six Cents (\$11.66) per month.

b. Effective for all bills released after May 1, 2025, a for each user of the sanitary sewer system of the combined system, the charge for each one thousand (1,000) gallons of metered water usage shall be Seven Dollars Eighty-Five Cents (\$7.85), and the minimum monthly charge for sanitary sewer service of the sanitary sewers of the combined system shall be Eleven Dollars Seventy-Seven Cents (\$11.77) per month.

Notwithstanding the foregoing, the monthly charge during the period of May 15 to September 15, for sewer service for residential customers of the combined system, shall not exceed one hundred ten percent (110%) of metered water usage of the average monthly usage for the preceding period between November 1 and April 30 multiplied by the then applicable sewer service rate for each one thousand (1,000) gallons. Where sufficient information is not available, as in the case of a new customer, the maximum amount per month charged to said account/customer shall not exceed two hundred eleven (211) gallons per day, or based upon the actual metered usage, whichever is less, multiplied by the then applicable aggregate rate for each one thousand (1,000) gallons.

Where the user of the sewerage system uses water from a source other than the Village owned waterworks system, the user shall, at his cost, install a water meter to record the amount of water used. In such cases, employees of the village shall have the right of access to the premises for the purpose of reading the water meter to establish the charge for the sewerage service. The water meter shall be of a type and size designated by the Village. The water meter shall be maintained in good operating and recording condition at all times at the expense of the user. Any person who fails to or refuses to install a water meter in accordance with this subsection within twenty (20) days of the effective date of this Chapter shall be fined a sum not less than two hundred dollars (\$200.00) per day nor more than seven hundred fifty dollars (\$750.00) per day. Each day that said water meter is not installed pursuant to this chapter shall be considered a separate offense.

- C. Regional I & I Surcharge: Effective January 1, 2014, in addition to those Village charges billed to each user of the sanitary sewer system of those portions of the Village's combined system tributary to the Lake County Northwest Regional Sanitary Sewer System, the Village shall also charge each such user a monthly surcharge user fee of one dollar and fifty cents (\$1.50) per Residential Customer Equivalent ("RCE") per month based upon metered water usage. Such surcharge user fee shall be billed by the Village as part of the customary sewer and water bills sent to each such user tributary to the Lake County Northwest Regional Sanitary Sewer System. Such Regional I & I Surcharge shall be collected by the Village and paid to Lake County to support the Northwest Regional Excess Flow Facility Improvements which will mitigate excess flows caused by inflow and infiltration into the public sanitary sewer systems which are tributary to the Lake County Northwest Regional Sanitary Sewer System.
- D. Multiple Users: The aforesaid rates described herein shall apply to each single-family unit, or commercial unit of each building served. In cases where more than one unit is located in a single building or being served through a single water meter; such as duplex, multi-unit dwellings, more than one commercial unit in the same building, or commercial and residential units located in the same building, there shall be a separate minimum water and sewer service charge for each commercial unit or single-family unit served.

The payment of the minimum charge for each unit shall allow the use of the quantity of water allowed for each minimum service charge. After determining the total water allowance, calculated by multiplying the number of units billed times the water allowed for each unit, any water consumed in excess of the total water allowance shall be billed to the owner of the premises at the then applicable water and sewer rates applicable to the excess for water and sewer service without further consideration to the number of units connected.

- E. Specialized Business Users: With Village Board approval, any specialized business using excess quantity of water for resale commodity shall be billed by a rate established by the president and board of trustees pursuant to ordinance.”

SECTION 3: The Corporate Authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word “Ordinance” can be changed to “Section”, “Article”, “Chapter”, or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 4: All parts of the Village of Lake Villa Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 5: This Ordinance shall not affect any punishment, discipline, infraction, or penalty or any action based on any other Ordinance of this Village incurred before the effective date of this Ordinance, nor any suit, prosecution or proceeding pending at the time of the effective date of this Ordinance, for an offense or violation committed or cause of action arising before this Ordinance, and said other ordinances as heretofore existing shall continue in full force and effect for said limited purpose.

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

sections, subsections, subdivisions, paragraphs, sentence, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: This Ordinance shall be in full force and effect ten (10) days after its passage, approval, and publication as provided by law, but the sewer and water rates herein enacted shall be prospective or retroactive, as the case may be, to the respective effective dates of such rates as set forth in this Ordinance.

SECTION 8: The Village Clerk is hereby directed to publish this ordinance in pamphlet form.

Passed by the Corporate Authorities on May 6<sup>th</sup>, 2024, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on May 6, 2024

---

James McDonald, Mayor  
Village of Lake Villa

ATTEST:

---

Mary Konrad, Village Clerk

Published in pamphlet form this 6<sup>th</sup> day of May, 2024.

RESOLUTION  
PROVIDING FOR ADVANCE AUTHORIZATION  
FOR THE RELEASE OF CERTAIN PAYMENTS

WHEREAS, it is the policy of the Village of Lake Villa, Lake County, Illinois (hereinafter sometimes referred to as the “Village”) to comply with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.); and

WHEREAS, the Corporate Authorities of the Village desire to provide for advance authorization for certain payments, including but not limited to in certain months where only one (1) regular Board meeting will be held and available for the purpose of the prior approval by the Corporate Authorities of payments to vendors and/or in such other instances where an unusually long period of time will occur between such regular Board meetings so as to avoid inconvenience, late payments, charges, penalties and/or service interruptions and/or disconnections and/or notices thereof, without further action of or authorization by the Corporate Authorities of this Village, except as specified below; and

WHEREAS, the Corporate Authorities of the Village find that it is necessary and convenient to provide advance authorization for the payments to those vendors listed on Exhibit A, which is attached hereto and thereby made a part hereof, to avoid late payment charges, penalties, service interruptions and/or disconnections and/or notices thereof, and for this purpose, to authorize and direct the Mayor, the Village Administrator, the Village Treasurer, and/or all other appropriate officers or employees of the Village, to timely make, execute and/or release such drafts or checks and/or to make and/or release such payment(s) by wire transfer(s) or electronic payment(s) as may be necessary and/or convenient to pay such vendors in a timely manner; and

WHEREAS, the Village of Lake Villa, acting by and through its Corporate Authorities, finds that it is in the best interests of the Village and its residents that the aforesaid advance authorization for certain payments be approved, authorized, and in full force and effect until and unless rescinded by further action of said Corporate Authorities:

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: The Corporate Authorities find that the facts set forth in the recitals to this Resolution are true and correct and are incorporated herein by this reference as fully as if set forth herein.

SECTION 2: The Corporate Authorities of the Village hereby authorize, approve, and direct the Mayor, the Village Administrator, the Village Treasurer, and/or all other appropriate officers or employees of the Village, through his or her own action and/or by and through all other appropriate Village employees designated by him or her, and/or all other appropriate officers and employees of the Village, to timely make, execute, and/or release such drafts or checks and/or to make and/or release such payment(s) by wire transfer(s) and/or electronic payment(s) as may be necessary and/or convenient to pay such vendors in a timely manner without further action of or authorization by the Corporate Authorities of this Village, other than inclusion of any such payments actually made pursuant to the authority herein granted for ratification purposes on a Warrant List approved by the Board of Trustees of the Village at a regular or special meeting thereof occurring after any such payment has been made and thereafter executed by the Mayor and countersigned by the Village Clerk.



SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law until and unless rescinded by further action by the Corporate Authorities of this Village.

Passed by the Corporate Authorities on May 6th, 2024, on a roll call vote as follows:

AYES: Trustees

NAYS:

ABSENT:

ABSTAIN:

Approved by the Mayor on May 6<sup>th</sup>, 2024

---

James McDonald, Mayor  
Village of Lake Villa

ATTEST:

---

Mary Konrad, Village Clerk

EXHIBIT A

**The Village of Lake Villa**  
**FY2025 Village Board Vendor Approvals – May 6, 2024**  
**DRAFT for consideration by Village Board on May 6, 2024**

**Section 1-16-1(G) of the Lake Villa Village Code:** *Vendors or other providers delivering or providing supplies or services on an unspecified but ongoing basis in annual amounts anticipated to be more than \$25,000, such contracts or similar authorizations shall be presented to the Village Board for consideration as part of the review and approval of the Village’s annual budget.*

<u>Department</u>	<u>Vendor</u>	<u>Proposed FY2025</u>	<u>Description of service(s):</u>
Administration	Lauterbach & Amen, LLP	\$70,000	Financial management support
Administration	Lake County – Building Department	\$65,000	Plan Review and Building Inspection Services
Finance	Eccezion	\$35,000	Audit Services
Human Resources	Illinois Municipal League Risk Management Association	\$240,000	Member contribution and deductibles
Police	Magee Hartmen P.C.	\$37,000	Professional Services – Village Prosecutor
Public Works	ComEd	\$225,500	Utility Services
Public Works	Nicor Gas	\$50,000	Utility Services
Public Works	Conserve FS	\$110,000	Fuel