Village of Vernon Hills
290 Evergreen Drive · Vernon Hills, IL 60061-2904 · 847-367-3700

REGULAR MEETING OF THE VILLAGE BOARD
VILLAGE OF VERNON HILLS
290 EVERGREEN DRIVE, VERNON HILLS, ILLINOIS
FEBRUARY 17, 2026 7:00 PM

I. Call to Order
II. Roll Call
III. Pledge of Allegiance
IV. Officials Reports
A. Village President
B. Village Manager
C. Assistant Village Manager
D. Finance Director/Treasurer

1. FY26 Quarterly Financial Report – Q1 (Enclosed in Packet)
2. FY26 Quarterly Financial Report – Q2 (Enclosed in Packet)

E. Chief of Police

1. Police Department Report – January 2026 (Enclosed in Packet)

F. Public Works Director/Village Engineer
G. Director of Community Development

1. Fantasy Amusement Carnival

V. Citizens Wishing to Address the Board
VI. Omnibus Vote Agenda
Items under the Omnibus Vote Agenda are considered routine and/or non-controversial and will be approved by one motion. If any one (board member, staff, or citizen) wishes to have a separate vote on any item, it will be pulled from the Omnibus Vote Agenda and voted on separately.

A. APPROVAL OF VOUCHER LIST OF BILLS DATED FEBRUARY 17, 2026 IN THE AMOUNT OF $1,130,464.80 (detail enclosed)

B. APPROVAL OF THE MINUTES OF THE REGULAR VILLAGE OF VERNON HILLS BOARD MEETING OF FEBRUARY 3, 2026

C. APPROVAL AND PASSAGE OF ORDINANCE 2026-012 AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT EXTENSION WITH SCHROEDER & SCHROEDER INC. TO PERFORM

CONCRETE FLATWORK FOR AN AMOUNT NOT TO EXCEED $160,000 (PW Dir Venatta)

D. APPROVAL AND PASSAGE OF ORDINANCE 2026-013 AN ORDINANCE AUTHORIZING EXPENDITURES OVER $25,000 TO CLARKE MOSQUITO MANAGEMENT, INC. TO PROVIDE MOSQUITO ABATEMENT SERVICES WITHIN FY2027 FOR AN AMOUNT NOT TO EXCEED $66,000 (PW Dir Venatta)

E. APPROVAL AND PASSAGE OF ORDINANCE 2026-014 AN ORDINANCE APPROVING VARIATIONS FROM CHAPTER 19, SIGNS, OF THE VERNON HILLS VILLAGE CODE, FOR US BANK 175 N. MILWAUKEE AVENUE (CD Dir Jennings)

F. APPROVAL AND PASSAGE OF RESOLUTION 2026-005 A RESOLUTION APPROVING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, ILLINOIS (VM Timony)

G. APPROVAL AND PASSAGE OF RESOLUTION 2026-007 A RESOLUTION DECLARING A TAX YEAR 2024 SURPLUS IN THE HAWTHORN MALL TAX INCREMENT FINANCING DISTRICT FUND PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING DISTRIBUTION TO THE LAKE COUNTY COLLECTOR (Fin Dir Lyons)

H. APPROVAL AND PASSAGE OF RESOLUTION 2026-008 A RESOLUTION GRANTING APPROVAL OF AN OUTDOOR SPECIAL EVENT FOR FANTASY AMUSEMENT COMPANY TO OPERATE A CARNIVAL AT HAWTHORN MALL (CD Dir Jennings)

VII. Unfinished Business

VIII. New Business

1. APPROVAL AND PASSAGE OF ORDINANCE 2026-015 AN ORDINANCE AMENDING ORD. 1993-17, MARKETPLACE PUD, TO APPROVE MODIFICATIONS TO THE ARCHITECTURAL APPEARANCE FOR FARMER'S BEST MARKET 413 N. MILWAUKEE AVENUE – UNITS 200-300 (CD Dir Jennings)

2. APPROVAL AND PASSAGE OF RESOLUTION 2026-009 A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF ERNIE'S RESUBDIVISION, ESTABLISHING A SEPARATE PARCEL SOUTH OF 909 S. MILWAUKEE AVENUE (CD Dir Jennings)

3. APPROVAL AND PASSAGE OF RESOLUTION 2026-006 A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION MANAGER CONTRACT WITH LEOPARDO CONSTRUCTION (AIA A133-2019) FOR THE CONSTRUCTION OF THE POLICE STATION ADDITION AND RENOVATIONS PROJECT AND RIDERS TO THE A133 CONTRACT AND TO THE (A201) GENERAL CONDITIONS (PW Dir Venatta)

IX. Communications

X. Recess/Adjournment

COMMITTEE OF THE WHOLE MEETING TO IMMEDIATELY FOLLOW

The Village of Vernon Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and require certain accommodations in order to allow them to observe and/or participate in this meeting, or have questions regarding the accessibility of the meeting or the facilities, should contact Executive Secretary, Elizabeth Koehl, at (847) 918-3546 promptly to allow the Village to make reasonable accommodations for those persons.

SUMMARY FOR VILLAGE BOARD MEETING
OF FEBRUARY 17, 2026 7:00 PM

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C. APPROVAL AND PASSAGE OF ORDINANCE 2026-012 AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT EXTENSION WITH SCHROEDER & SCHROEDER INC. TO PERFORM CONCRETE FLATWORK FOR AN AMOUNT NOT TO EXCEED $160,000

Ordinance 2023-026 awarded a 3-year contract with Schroeder & Schroeder, Inc. to perform concrete flatwork to remove and replace sections of concrete sidewalk, curb and gutter and concrete pavement with the ability to extend said contract for two additional years. Schroeder & Schroeder has agreed to extend the contract for FY2027 with an acceptable price of $159,622.96; which is a 2.5% increase from the previous year.

Staff budgeted $160,000 within FY2027 budget account (0218151-550065); whereas, the contract allows for the Village to increase or decrease its proposed quantity of sidewalk and curb & gutter removals and replacements based on pricing.

Staff is requesting a motion to authorize the Village Manager to execute a contract extension with Schroeder & Schroeder to perform concrete flatwork within FY2027 for an amount not to exceed $160,000.

Ordinance 2026-012 is recommended for approval.

D. APPROVAL AND PASSAGE OF ORDINANCE 2026-013 AN ORDINANCE AUTHORIZING EXPENDITURES OVER $25,000 TO CLARKE MOSQUITO MANAGEMENT, INC. TO PROVIDE MOSQUITO ABATEMENT SERVICES WITHIN FY2027 FOR AN AMOUNT NOT TO EXCEED $66,000

The Village entered into a three-year contract with Clarke Mosquito Management, Inc. to provide mosquito abatement services from FY2026 through FY2028. Staff budgeted $66,000 in FY2027 budget account (0102040-520610) for said services. The base contract price for FY2027 is $65,966.55 and includes four (4) Village-wide sprays, surveillance and monitoring, larval control, and some special event sprays and is a 5% increase from FY2026.

Staff is requesting a motion to authorize the Finance Director to execute payments to Clarke Mosquito Management, Inc. to provide Environmental Mosquito Management abatement services within FY2027 for an amount not to exceed $66,000.

Ordinance 2026-013 is recommended for approval.

E. APPROVAL AND PASSAGE OF ORDINANCE 2026-014 AN ORDINANCE APPROVING VARIATIONS FROM CHAPTER 19, SIGNS, OF THE VERNON HILLS VILLAGE CODE, FOR US BANK 175 N. MILWAUKEE AVENUE

US Bank is proposing to construct a monument sign near the primary entrance to the site from Milwaukee Avenue. The building has limited visibility from the road and a monument sign would help visitors identify the correct driveway. US Bank is requesting a sign with three panels to display signage for all three units in the building. The Commission's motion recommending approval failed to pass (2-2, 2 absent, 1 vacancy). The Committee of the Whole discussed the Planning and Zoning Commission recommendation at its meeting on February 3rd, and determined that the sign would meet the standards for a variation provided that the tenant panels were limited to the units within the subject building. An Ordinance approving the other variations as recommended by the Committee of the Whole is attached for the Board's consideration.

Ordinance 2026-014 is recommended for approval.

F. APPROVAL AND PASSAGE OF RESOLUTION 2026-005 A RESOLUTION APPROVING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, ILLINOIS

The Illinois Open Meetings Act (5 ILCS 120/) requires that every six months, or as soon thereafter as is practicable, the Village review the minutes of any Executive Session meetings that occurred and determine whether the minutes of those closed meetings need to remain confidential. After review by the Village Board, Resolution 2026-005 authorizes the release of the following Executive Session minutes: February 6, 2024, June 18, 2024 and September 3, 2024.

In addition, and in accordance with the Illinois Open Meetings Act, this Resolution also authorizes the destruction of each audio recording of the Executive Session meetings which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Village Board.

Resolution 2026-005 is recommended for approval.

G. APPROVAL AND PASSAGE OF RESOLUTION 2026-007 A RESOLUTION DECLARING A TAX YEAR 2024 SURPLUS IN THE HAWTHORN MALL TAX INCREMENT FINANCING DISTRICT FUND PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING DISTRIBUTION TO THE LAKE COUNTY COLLECTOR

Pursuant to the 2020 intergovernmental agreement with Hawthorn Community Consolidated School District 73, the Village is required to annually declare as surplus 100% of the incremental property taxes generated by certain designated parcels within the Hawthorn Mall TIF District. For Tax Year 2024, staff has calculated that $69,083.42 in incremental revenue attributable to the identified Surplus PINs must be declared and remitted to the Lake County Collector for redistribution to the overlapping taxing districts in accordance with Section 7 of the TIF Act. Because the Village does not levy a property tax, its corresponding 10% statutory contribution related to this surplus, in the amount of $6,908.34, will be returned or credited accordingly.

Resolution 2026-007 is recommended for approval.

H. APPROVAL AND PASSAGE OF RESOLUTION 2026-008 A RESOLUTION GRANTING APPROVAL OF AN OUTDOOR SPECIAL EVENT FOR FANTASY AMUSEMENT COMPANY TO OPERATE A CARNIVAL AT HAWTHORN MALL

Fantasy Amusement Company has submitted a Special Event Application to operate an outdoor carnival at Hawthorn Mall. The company has operated a similar carnival at this location previously. The carnival would be open May 21-25, 2026, and would be located near Ring Road to the northwest of Macy's. Conditions of approval in the attached resolution are similar to prior Special Event Permits for Fantasy Amusements.

Resolution 2026-008 is recommended for approval.

VII. Unfinished Business

VIII. New Business

1. APPROVAL AND PASSAGE OF ORDINANCE 2026-015 AN ORDINANCE AMENDING ORD. 1993-17, MARKETPLACE PUD, TO APPROVE MODIFICATIONS TO THE ARCHITECTURAL APPEARANCE FOR FARMER'S BEST MARKET 413 N. MILWAUKEE AVENUE – UNITS 200-300

In September of 2025, the Board approved modifications to the façade of Unit 200 in the Marketplace shopping center (former Bed Bath & Beyond) associated with the buildout of the Farmer's Best grocery store. As the work on the interior has progressed, the owners have decided to pursue a less significant exterior renovation. The proposed elevation is a minor modification to the current appearance, and would not have triggered board review if the previous amendment had not been requested and approved. An ordinance amending the Marketplace PUD to replace the September 2025 elevation has been prepared for the Board's consideration.

Ordinance 2026-015 is recommended for approval.

2. APPROVAL AND PASSAGE OF RESOLUTION 2026-009 A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF ERNIE'S RESUBDIVISION, ESTABLISHING A SEPARATE PARCEL SOUTH OF 909 S. MILWAUKEE AVENUE

The owners of Ernie's Wrecker Service are proposing to subdivide the vehicle storage area from the main parcel. As access directly from Milwaukee Avenue is restricted, the subdivision would also grant an access easement across the main parcel to reach the storage lot. The Planning and Zoning Commission reviewed the proposed plat and has recommended approval (5-0) subject to final review by the Village Attorney and Village Engineer.

Resolution 2026-009 is recommended for approval.

3. APPROVAL AND PASSAGE OF RESOLUTION 2026-006 A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION MANAGER CONTRACT WITH LEOPARDO CONSTRUCTION (AIA A133-2019) FOR THE CONSTRUCTION OF THE POLICE STATION ADDITION AND RENOVATIONS PROJECT AND RIDERS TO THE A133 CONTRACT AND TO THE (A201) GENERAL CONDITIONS

On December 22, 2025 the Village released a request for proposal to several pre-qualified construction management companies for construction management services of the Police Station Additions and Renovations project. Eight proposals were received from the following companies:

- Camosy Construction
- Core Construction
- FQC Construction Managers
- Harbour Contractors
- Lamp Inc.
- Leopardo Companies
- Pepper Construction
- Riley Construction

Village staff reviewed the proposals and held interviews on February 10th with the top four companies: Camosy Construction, Core Construction, Leopardo Companies, and Riley Construction. The companies were evaluated based on their previous experience, preconstruction services, capability of the staff, and their fee. After thoroughly vetting all contractors, staff is recommending the award of construction management services to Leopardo Companies.

The agreement with Leopardo consists of three key documents:

- AIA Document A133 Standard Form of Agreement between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price (to be approved today)

- AIA Document A201 General Conditions of the Contract for Construction (to be approved today)

- AIA Document A133 Exhibit A Guaranteed Maximum Price Amendment (to be approved by Village Board upon Completion of the design development phase at a future date)

Included in this agreement, Leopardo shall provide preconstruction services at a lump sum price of $30,000. This includes preliminary evaluation of the program, schedule, and construction

budget. Review of the architectural drawings providing recommendations on constructability, availability of materials and labor, procurement times, and project phasing requirements.

Staff is requesting a motion to waive competitive bidding and authorize the Village Manager to execute an agreement with Leopardo Construction for the Police Station Addition and Renovations Project.

Resolution 2026-006 is recommended for approval.

IX. Communications
X. Recess/Adjournment

COMMITTEE OF THE WHOLE MEETING TO IMMEDIATELY FOLLOW

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FY 2026 Quarterly Financial Report
1st Quarter Ended July 31, 2025

FINANCIAL SNAPSHOT

Fiscal Year % Elapsed: **25%**

This *Financial Snapshot* provides a high-level summary of General Fund revenues and expenditures through the end of the current fiscal quarter. The intent is to highlight material trends and variances relative to both the adopted budget and the prior year.

SIGNIFICANT REVENUES	3 MONTHS ENDED:		ANNUAL	ACTUAL	ACTUAL	(OVER)/
	July 31,	July 31,	BUDGET	VS PRIOR	VS	UNDER
(in thousands)	2024	2025	FY2026	YEAR	BUDGET	BUDGET
Sales Taxes	$ 4,009	$ 5,169	$ 19,050	29%	27%	13,881
Home Rule Sales Tax	862	1,121	4,100	30%	27%	2,979
Food & Beverage Tax	479	492	1,796	3%	27%	1,304
Income Tax	1,474	1,621	4,787	10%	34%	3,166
Construction Permit Fees	154	169	991	9%	17%	822
Electric Utility Tax	255	273	1,221	7%	22%	948
Investment Income	961	367	1,727	-62%	21%	1,360
Total Significant Revenues	**$ 8,196**	**$ 9,211**	**$ 33,671**	**12%**	**27%**	**$ 24,460**

EXPENDITURES BY DEPT	3 MONTHS ENDED:		ANNUAL	ACTUAL	ACTUAL	(OVER)/
	July 31,	July 31,	BUDGET	VS PRIOR	VS	UNDER
(in thousands)	2024	2025	FY2026	YEAR	BUDGET	BUDGET
Administration	$ 394	$ 452	$ 2,007	15%	23%	$ 1,556
Public Works	791	796	5,025	1%	16%	4,229
Police	2,934	3,950	15,246	35%	26%	11,296
Community Development	202	214	1,242	6%	17%	1,027
Fleet Maintenance	149	134	704	-10%	19%	569
Buildings and Grounds	231	246	2,193	7%	11%	1,947
President and Board	111	119	139	7%	86%	20
Events	382	363	475	-5%	77%	111
General Purpose	627	803	8,730	28%	9%	7,927
Total Expenditures	**$ 5,821**	**$ 7,078**	**$ 35,760**	**22%**	**20%**	**$ 28,682**

EXPENDITURES BY CATEGORY	3 MONTHS ENDED:		ANNUAL	ACTUAL	ACTUAL	(OVER)/
	July 31,	July 31,	BUDGET	VS PRIOR	VS	UNDER
(in thousands)	2024	2025	FY2026	YEAR	BUDGET	BUDGET
Personnel	$ 3,770	$ 4,766	$ 18,996	26%	25%	$ 14,231
Contractual Services	1,104	1,190	4,470	8%	27%	3,280
Commodities	148	130	931	-12%	14%	801
Debt Service	-	-	720	n/a	0%	720
Payment in Lieu of Taxes	-	-	955	n/a	0%	955
Buildings and Grounds	231	246	1,143	7%	22%	897
Op. Subsidies to Other Funds	-	-	140	n/a	0%	140
Sales Tax Rebates	-	-	5,320	n/a	0%	5,320
PSEBA & Other Postemployment Benefits	28	30	119	10%	26%	89
Risk Management Insurance	540	716	924	33%	77%	209
Capital Contributions	-	-	1,050	n/a	0%	1,050
VERF Contributions	-	-	991	n/a	0%	991
Total Expenditures	**$ 5,821**	**$ 7,078**	**$ 35,760**	**22%**	**20%**	**$ 28,682**

Key Takeaways

Overall, General Fund revenues are currently up 7.9% compared to the prior year at this point in time and are pacing slightly ahead of budget expectations by 2.0%.

General Fund expenditures remain within overall budget expectations through the end of the quarter.

At this time, no significant budgetary concerns have been identified. Staff will continue to monitor the identified variances and will report back to the Board should conditions change.

A consolidated financial summary of all Village reporting funds as well as activity for each fund are included in the full quarterly report below. Staff remain available to provide additional detail upon request.

Village of Vernon Hills

CONSOLIDATED FINANCIAL SUMMARY
BUDGET VS ACTUAL BY FUND
FISCAL YEAR 2026

% YEAR COMPLETE **25%**

3 Months Ended: July 31, 2025

GOVERNMENTAL FUNDS (MODIFIED ACCRUAL BASIS)

(in millions)

	General Fund	Capital Fund	VERF	Dispatch Center Fund	Motor Fuel Tax Fund	Town Center TIF Fund	Mellody Farm TIF Fund	Hawthorn Mall TIF Fund	Restricted Police Fund	Total Gov. Funds
Revenues - Actual	**$ 10.29**	**$ 0.25**	**$ 0.04**	**$ 0.44**	**$ 0.42**	**$ 1.36**	**$ 2.39**	**$ 1.12**	**$ 0.01**	**$ 16.32**
Revenues - Budget	38.07	2.55	0.13	0.75	1.82	2.87	5.58	2.57	0.01	54.36
% of Budget	27%	10%	29%	59%	23%	47%	43%	43%	52%	30%
Expenditures - Actual	**7.08**	**1.66**	**0.23**	**0.43**	**-**	**0.04**	**0.02**	**0.00**	**0.00**	**9.45**
Expenditures - Budget	35.76	6.54	1.04	1.48	0.03	1.66	1.80	3.13	0.03	51.46
% of Budget	20%	25%	22%	29%	0%	2%	1%	0%	4%	18%
Excess/(deficiency) or revenues over/(under) expenditures	**3.21**	**(1.41)**	**(0.19)**	**0.02**	**0.42**	**1.33**	**2.37**	**1.11**	**0.01**	**6.87**
Other Sources/(Uses), net - Actual	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Other Sources/(Uses), net - Budget	(1.27)	3.45	1.07	0.27	(1.40)	-	-	-	(0.08)	2.04
% of Budget	0%	0%	0%	0%	0%	n/a	n/a	n/a	0%	0%
Change in Fund Balance	**3.21**	**(1.41)**	**(0.19)**	**0.02**	**0.42**	**1.33**	**2.37**	**1.11**	**0.01**	**6.87**
Fund Balance - May 1	**41.43**	**12.34**	**3.36**	**0.36**	**2.06**	**5.05**	**13.32**	**2.55**	**0.10**	**80.57**
Fund Balance - July 31	**$ 44.65**	**$ 10.93**	**$ 3.17**	**$ 0.37**	**$ 2.49**	**$ 6.37**	**$ 15.69**	**$ 3.66**	**$ 0.11**	**$ 87.44**

ENTERPRISE FUNDS (FULL ACCRUAL BASIS)

(in thousands)

	Golf Course Fund	Metra Parking Fund	Total Enterprise Funds
Operating Revenues - Actual	**$ 235.33**	**$ 9.90**	**$ 245.23**
Operating Revenues - Budget	588.15	36.30	624.45
% of Budget	40%	27%	39%
Operating Expenses - Actual	**145.92**	**7.14**	**153.06**
Operating Expense - Budget	664.58	196.10	860.68
% of Budget	22%	4%	18%
Operating Income/(Loss)	**89.41**	**2.76**	**92.17**
Noncapital Subsidies - Actual	**-**	**-**	**-**
Noncapital Subsidies - Budget	75.00	65.00	140.00
% of Budget	0%	n/a	0%
Operating Income/(Loss) and Noncapital Subsidies	**89.41**	**2.76**	**92.17**
Other Nonoperating Rev. - Actual	**15.45**	**0.02**	**15.46**
Other Nonoperating Rev. - Budget	6.10	0.10	6.20
% of Budget	253%	17%	249%
Change in Net Position	**104.86**	**2.78**	**92.17**
Net Position - May 1	**968.59**	**725.27**	**1,693.86**
Net Position - July 31	**$ 1,073.45**	**$ 728.04**	**$ 1,786.03**
Capital Spending - Actual	**$ -**	**$ -**	**$ -**
Capital Spending - Budget	25.00	-	25.00
% of Budget	0%	n/a	0%

FIDUCIARY FUND (FULL ACCRUAL BASIS)

(in millions)

	Police Pension Fund
Additions - Actual	**$ 7.28**
Additions - Budget	8.76
% of Budget	83%
Deductions - Actual	**1.24**
Deductions - Budget	4.25
% of Budget	29%
Change in Net Position	**6.04**
Net Position - May 1	**73.25**
Net Position - July 31	**$ 79.29**

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

GENERAL FUND

	3 MONTHS ENDED July 2024	3 MONTHS ENDED July 2025	ANNUAL BUDGET FY 2026	% ACTAUL OVER/ UNDER PY	% ACTUAL VS BUDGET	(OVER)/ UNDER BUDGET
Revenues						
Local Taxes	$ 1,854,973	$ 2,234,779	$ 8,180,358	20.5%	27.3%	$ 5,945,579
Intergovernmental	5,747,588	6,871,412	24,508,381	19.6%	28.0%	17,636,969
Licenses, Permits, and Fees	449,035	384,012	2,106,400	-14.5%	18.2%	1,722,388
Charges for Services	55,782	39,763	433,900	-28.7%	9.2%	394,137
Fines and Forfeitures	68,843	51,377	439,300	-25.4%	11.7%	387,923
Lease and Rental Income	85,266	66,984	330,400	-21.4%	20.3%	263,416
Investment Income	961,246	366,744	1,726,500	-61.8%	21.2%	1,359,756
Other Income	317,822	276,562	341,000	-13.0%	81.1%	64,438
Total Fund Revenues	$ 9,540,554	$ 10,291,633	$ 38,066,239	7.9%	27.0%	$ 27,774,606
Expenditures						
Personnel	$ 3,770,500	$ 4,765,917	$ 18,996,496	26.4%	25.1%	$ 14,230,579
Contractual Services	1,104,356	1,189,796	4,469,992	7.7%	26.6%	3,280,196
Commodities	147,574	129,810	930,581	-12.0%	13.9%	800,771
Debt Service	-	-	720,026		0.0%	720,026
Payment in Lieu of Taxes	-	-	954,852		0.0%	954,852
Buildings and Grounds	230,833	246,238	1,143,368	6.7%	21.5%	897,130
Op. Subsidies to Other Funds	-	-	140,000		0.0%	140,000
Sales Tax Rebates	-	-	5,320,000		0.0%	5,320,000
PSEBA & Other Postemployment Benefits	27,675	30,433	119,229	10.0%	25.5%	88,796
Risk Management Insurance	539,565	715,658	924,348	32.6%	77.4%	208,690
Capital Contributions	-	-	1,050,000		0.0%	1,050,000
VERF Contributions	-	-	991,000		0.0%	991,000
Total Fund Expenditures	$ 5,820,503	$ 7,077,852	$ 35,759,892	21.6%	19.8%	$ 28,682,040
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,720,051	3,213,781	2,306,347	-13.6%	139.3%	(907,434)
Other Financing (Uses)						
Capital Subsidies to Other Funds	$ -	$ -	$ -			$ -
Transfer to Dispatch Fund	-	-	(271,909)		0.0%	(271,909)
Transfer to Capital FD	-	-	(1,000,000)		0.0%	(1,000,000)
- One-Time Capital Funding Transfers -						-
Capital Funding Transfer	-	-	-			-
VERF Funding Transfer	-	-	-			-
Total Other Financing (Uses)	$ -	$ -	$ (1,271,909)		0.0%	$ (1,271,909)
Changes in Fund Balance	3,720,051	3,213,781	1,034,438	-13.6%	310.7%	(2,179,343)
Fund Balances, May 1	48,240,879	41,431,803	40,158,987			
Fund Balance, July 31	$ 51,960,930	$ 44,645,584	$ 41,193,425	-14.1%	108.4%	$ (3,452,159)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	3 MONTHS ENDED July 2024	3 MONTHS ENDED July 2025	ANNUAL BUDGET FY 2026	% ACTAUL OVER/ UNDER PY	% ACTUAL VS BUDGET	(OVER)/ UNDER BUDGET
CAPITAL FUND						
Revenues						
Intergovernmental	$ 125,521	$ 129,212	$ 2,060,522	2.9%	6.3%	$ 1,931,310
Lease and Rental Income	-	-	106,700		0.0%	106,700
Investment Income	37,417	124,573	286,011	232.9%	43.6%	161,438
Other Income	-	-	100,000		0.0%	100,000
Total Fund Revenues	$ 162,938	$ 253,785	$ 2,553,233	55.8%	9.9%	$ 2,299,448
Expenditures						
Streets and Roads	$ 1,007,680	$ 1,121,336	$ 2,879,000	11.3%	38.9%	$ 1,757,664
Village Facilities	11,428	44,055	1,150,000	285.5%	3.8%	1,105,945
Open Lands and Stormwater	8,811	491,434	2,279,000	5477.5%	21.6%	1,787,566
Other One-Time Projects	400,000	3,800	131,500	-99.1%	2.9%	127,700
Contractual Services	-	-	100,000		0.0%	100,000
Total Fund Expenditures	$ 1,427,919	$ 1,660,626	$ 6,539,500	16.3%	25.4%	$ 4,878,874
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,264,981)	(1,406,840)	(3,986,267)	11.2%	35.3%	(2,579,427)
Other Financing Sources						
Transfers In - From General Fund	$ -	$ -	$ 2,050,000		0.0%	$ 2,050,000
Transfers In - From Motor Fuel Tax Fund	560,310	-	1,400,000	-100.0%	0.0%	1,400,000
Total Other Financing Sources	$ 560,310	$ -	$ 3,450,000	-100.0%	0.0%	$ 3,450,000
Changes in Fund Balance	(704,671)	(1,406,840)	(536,267)	99.6%	262.3%	870,573
Fund Balances, May 1	2,668,454	12,341,291	12,016,546			
Fund Balance, July 31	$ 1,963,783	$ 10,934,451	$ 11,480,279	456.8%	95.2%	$ 545,828
VEHICLE & EQUIPMENT REPLACEMENT FUND						
Revenues						
Investment Income	$ 30,982	$ 36,640	$ 128,038	18.3%	28.6%	$ 91,398
Total Fund Revenues	$ 30,982	$ 36,640	$ 128,038	18.3%	28.6%	$ 91,398
Expenditures						
Fleet Replacement	$ 310,045	$ 217,939	$ 708,930	-29.7%	30.7%	$ 490,991
Equipment Replacement	54,155	7,289	229,240	-86.5%	3.2%	221,951
Contractual Services	-	-	100,000		0.0%	100,000
Total Fund Expenditures	$ 364,199	$ 225,228	$ 1,038,170	-38.2%	21.7%	$ 812,942
Excess (Deficiency) of Revenues Over (Under) Expenditures	(333,217)	(188,588)	(910,132)	-43.4%	20.7%	(721,544)
Other Financing Sources						
Transfers In - From General Fund	$ -	$ -	$ 991,000		0.0%	$ 991,000
Transfers In - From Restricted Police Fund	54,476	-	76,175	-100.0%	0.0%	76,175
Total Other Financing Sources	$ 54,476	$ -	$ 1,067,175	-100.0%	0.0%	$ 1,067,175
Changes in Fund Balance	(278,741)	(188,588)	157,043	-32.3%	-120.1%	345,631
Fund Balances, May 1	2,050,289	3,357,170	3,330,024			
Fund Balance, July 31	$ 1,771,548	$ 3,168,582	$ 3,487,067	78.9%	90.9%	$ 318,485

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	3 MONTHS ENDED July 2024	3 MONTHS ENDED July 2025	ANNUAL BUDGET FY 2026	% ACTAUL OVER/ UNDER PY	% ACTUAL VS BUDGET	(OVER)/ UNDER BUDGET
MOTOR FUEL TAX FUND						
Revenues						
Intergovernmental	$ 392,209	$ 391,648	$ 1,761,270	-0.1%	22.2%	$ 1,369,622
Investment Income	42,097	32,360	53,892	-23.1%	60.0%	21,532
Total Fund Revenues	$ 434,306	$ 424,008	$ 1,815,162	-2.4%	23.4%	$ 1,391,154
Expenditures						
Contractual Services	$ -	$ -	$ 25,000		0.0%	$ 25,000
Total Fund Expenditures	$ -	$ -	$ 25,000		0.0%	$ 25,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	434,306	424,008	1,790,162	-2.4%	23.7%	1,366,154
Other Financing (Uses)						
Transfers Out - To Capital Fund						
Streets & Roads Contrib	$ -	$ -	$ (1,400,000)		0.0%	$ (1,400,000)
Rebuild Illinois Contrib	(560,310)	-	-	-100.0%		-
Total Other Financing (Uses)	$ (560,310)	$ -	$ (1,400,000)	-100.0%	0.0%	$ (1,400,000)
Changes in Fund Balance	(126,004)	424,008	390,162	-436.5%	108.7%	(33,846)
Fund Balances, May 1	917,900	2,062,889	1,341,244			
Fund Balance, July 31	$ 791,896	$ 2,486,897	$ 1,731,406	214.0%	143.6%	$ (755,491)
DISPATCH CENTER FUND						
Revenues						
Intergovernmental	$ 218,815	$ 239,655	$ 261,000	9.5%	91.8%	$ 21,345
Charges for Services	233,912	203,448	493,703	-13.0%	41.2%	290,255
Investment Income	64	74	100	15.0%	74.0%	26
Total Fund Revenues	$ 452,791	$ 443,177	$ 754,803	-2.1%	58.7%	$ 311,626
Expenditures						
Personnel	$ 376,282	$ 351,415	$ 1,173,746	-6.6%	29.9%	$ 822,331
Contractual Services	68,291	63,288	264,457	-7.3%	23.9%	201,169
Commodities	756	-	3,100	-100.0%	0.0%	3,100
Buildings and Grounds	9,755	12,354	38,370	26.6%	32.2%	26,016
VERF Contributions	-	-	-			-
Total Fund Expenditures	$ 455,083	$ 427,057	$ 1,479,673	-6.2%	28.9%	$ 1,052,616
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,292)	16,120	(724,870)	-803.3%	-2.2%	(740,990)
Other Financing Sources						
Transfers In - From General Fund						
Transfers In	$ -	$ -	$ 271,909		0.0%	$ 271,909
Total Other Financing Sources	$ -	$ -	$ 271,909		0.0%	$ 271,909
Changes in Fund Balance	(2,292)	16,120	(452,961)	-803.3%	-3.6%	(469,081)
Fund Balances, May 1	398,631	357,863	452,961			
Fund Balance, July 31	$ 396,339	$ 373,983	$ -	-5.6%		$ (373,983)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	3 MONTHS ENDED July 2024	3 MONTHS ENDED July 2025	ANNUAL BUDGET FY 2026	% ACTAUL OVER/ UNDER PY	% ACTUAL VS BUDGET	(OVER)/ UNDER BUDGET
TOWN CENTER TIF FUND						
Revenues						
Local Taxes	$ 1,095,821	$ 1,299,584	$ 2,478,376	18.6%	52.4%	$ 1,178,792
Payment in Lieu of Taxes	-	-	247,838		0.0%	247,838
Investment Income	61,380	61,265	148,552	-0.2%	41.2%	87,287
Total Fund Revenues	$ 1,157,201	$ 1,360,848	$ 2,874,766	17.6%	47.3%	$ 1,513,918
Expenditures						
Contractual Services	$ 467	$ 72	$ 67,886	-84.6%	0.1%	$ 67,814
Capital Outlay	-	-	-			-
Debt Service	48,744	35,300	1,592,663	-27.6%	2.2%	1,557,363
Total Fund Expenditures	$ 49,211	$ 35,372	$ 1,660,549	-28.1%	2.1%	$ 1,625,177
Changes in Fund Balance	1,107,990	1,325,476	1,214,217	19.6%	109.2%	(111,259)
Fund Balances, May 1	4,022,242	5,046,824	5,062,307			
Fund Balance, July 31	$ 5,130,233	$ 6,372,300	$ 6,276,524	24.2%	101.5%	$ (95,776)
MELLODY FARM TIF FUND						
Revenues						
Local Taxes	$ 2,208,438	$ 2,229,770	$ 4,775,999	1.0%	46.7%	$ 2,546,229
Payment in Lieu of Taxes	-	-	477,600		0.0%	477,600
Investment Income	150,760	158,009	330,121	4.8%	47.9%	172,112
Total Fund Revenues	$ 2,359,198	$ 2,387,779	$ 5,583,720	1.2%	42.8%	$ 3,195,941
Expenditures						
Contractual Services	$ 2,116	$ 21,294	$ 204,886	906.3%	10.4%	$ 183,592
Debt Service	-	-	1,592,565		0.0%	1,592,565
Total Fund Expenditures	$ 2,116	$ 21,294	$ 1,797,451	906.3%	1.2%	$ 1,776,157
Changes in Fund Balance	2,357,082	2,366,485	3,786,269	0.4%	62.5%	1,419,784
Fund Balances, May 1	9,565,720	13,324,181	13,307,076			
Fund Balance, July 31	$ 11,922,803	$ 15,690,666	$ 17,093,345	31.6%	91.8%	$ 1,402,679
HAWTHORN MALL TIF FUND						
Revenues						
Local Taxes	$ 816,940	$ 1,090,120	$ 2,294,138	33.4%	47.5%	$ 1,204,018
Payment in Lieu of Taxes	-	-	229,414		0.0%	229,414
Investment Income	8,891	26,733	49,449	200.7%	54.1%	22,716
Total Fund Revenues	$ 825,830	$ 1,116,853	$ 2,573,001	35.2%	43.4%	$ 1,456,148
Expenditures						
Contractual Services	$ 280	$ 4,782	$ 3,131,862	1607.7%	0.2%	$ 3,127,080
Total Fund Expenditures	$ 280	$ 4,782	$ 3,131,862	1607.7%	0.2%	$ 3,127,080
Changes in Fund Balance	825,550	1,112,072	(558,861)	34.7%	-199.0%	(1,670,933)
Fund Balances, May 1	734,781	2,545,617	2,170,693			
Fund Balance, July 31	$ 1,560,331	$ 3,657,689	$ 1,611,832	134.4%	226.9%	$ (2,045,857)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

RESTRICTED POLICE FUND

	3 MONTHS ENDED July 2024	3 MONTHS ENDED July 2025	ANNUAL BUDGET FY 2026	% ACTAUL OVER/ UNDER PY	% ACTUAL VS BUDGET	(OVER)/ UNDER BUDGET
Revenues						
Fines and Forfeitures	$ 4,147	$ 7,693	$ 13,000	85.5%	59.2%	$ 5,307
Investment Income	1,384	43	1,937	-96.9%	2.2%	1,894
Total Fund Revenues	$ 5,531	$ 7,736	$ 14,937	39.9%	51.8%	$ 7,201
Expenditures						
Contractual Services	$ -	$ 1,192	$ 27,000		4.4%	$ 25,808
Total Fund Expenditures	$ -	$ 1,192	$ 27,000		4.4%	$ 25,808
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,531	6,544	(12,063)	18.3%	-54.2%	(18,607)
Other Financing (Uses)						
Transfer Out - To VERF						
Transfers Out	$ (54,476)	$ -	$ (76,175)	-100.0%	0.0%	$ (76,175)
Total Other Financing (Uses)	$ (54,476)	$ -	$ (76,175)	-100.0%	0.0%	$ (76,175)
Changes in Fund Balance	(48,945)	6,544	(88,238)	-113.4%	-7.4%	(94,782)
Fund Balances, May 1	140,757	98,940	90,455			
Fund Balance, July 31	$ 91,812	$ 105,484	$ 2,217	14.9%	4758.0%	$ (103,267)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENSES, ADDITIONS, DEDUCTIONS, AND CHANGE IN NET POSITION
ENTERPRISE AND FIDUCIARY FUNDS

	3 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	July 2024	July 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
GOLF COURSE FUND						
Operating Revenues						
Course Fees	$ 215,035	$ 198,572	$ 489,138	-7.7%	40.6%	$ 290,566
Merchandise Sales	8,311	7,819	18,050	-5.9%	43.3%	10,232
Food & Beverage Sales	26,823	24,267	68,466	-9.5%	35.4%	44,199
Other Operating	2,359	4,673	12,500	98.1%	37.4%	7,827
Total Fund Operating Revenues	$ 252,528	$ 235,330	$ 588,154	-6.8%	40.0%	$ 352,824
Operating Exepsnes						
Personnel	$ 5,794	$ 5,739	$ 30,295	-1.0%	18.9%	$ 24,556
Contractual Services	99,089	109,619	452,138	10.6%	24.2%	342,519
Commodities	1,028	1,813	14,400	76.3%	12.6%	12,587
Buildings and Grounds	16,904	20,814	84,759	23.1%	24.6%	63,945
Cost of Goods Sold	15,187	7,933	32,989	-47.8%	24.0%	25,056
Depreciation	-	-	50,000		0.0%	50,000
Total Fund Operating Exepsnes	$ 138,002	$ 145,917	$ 664,581	5.7%	22.0%	$ 518,664
Operating Income/(Loss)	114,526	89,413	(76,427)	-21.9%	-117.0%	(165,840)
Noncapital Subsidies						
Noncapital Subsidies	$ -	$ -	$ 75,000		0.0%	$ 75,000
Total Fund Noncapital Subsidies	$ -	$ -	$ 75,000		0.0%	$ 75,000
Other Nonoperating Revenues						
Investment Income	$ 30	$ 52	$ 100	72.1%	52.2%	$ 48
General Fund Capital Subsidy	-	-	-			-
Other Nonoperating Revenue	12,687	15,393	6,000	21.3%	256.6%	(9,393)
Total Other Nonoperating Revenues	$ 12,717	$ 15,445	$ 6,100	21.5%	253.2%	$ (9,345)
Changes in Net Position	127,244	104,858	(70,327)	-17.6%	-149.1%	(175,185)
Net Position, May 1	296,900	968,588	1,014,839			
Net Position, July 31	$ 424,143	$ 1,073,446	$ 944,512	153.1%	113.7%	$ (128,934)
Capital Spending						
Vehicle and Equipment Replacement	$ -	$ -	$ -			$ -
Capital Projects	115,470	-	25,000	-100.0%	0.0%	25,000
Total Fund Capital Spending	$ 115,470	$ -	$ 25,000	-100.0%	0.0%	$ 25,000

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENSES, ADDITIONS, DEDUCTIONS, AND CHANGE IN NET POSITION
ENTERPRISE AND FIDUCIARY FUNDS

METRA PARKING FUND

	3 MONTHS ENDED July 2024	3 MONTHS ENDED July 2025	ANNUAL BUDGET FY 2026	% ACTAUL OVER/ UNDER PY	% ACTUAL VS BUDGET	(OVER)/ UNDER BUDGET
Operating Revenues						
Parking Fees	$ 10,011	$ 9,903	$ 36,300	-1.1%	27.3%	$ 26,397
Total Fund Operating Revenues	$ 10,011	$ 9,903	$ 36,300	-1.1%	27.3%	$ 26,397
Operating Exepsnes						
Personnel	$ 1,179	$ 1,234	$ 6,092	4.7%	20.3%	$ 4,858
Contractual Services	1,484	884	54,093	-40.4%	1.6%	53,209
Commodities	-	-	-			-
Buildings and Grounds	2,913	5,025	39,900	72.5%	12.6%	34,875
Depreciation	-	-	96,018		0.0%	96,018
Total Fund Operating Exepsnes	$ 5,577	$ 7,144	$ 196,103	28.1%	3.6%	$ 188,959
Operating Income/(Loss)	4,434	2,760	(159,803)	-37.8%	-1.7%	(162,563)
Noncapital Subsidies						
Noncapital Subsidies	$ -	$ -	$ 65,000		0.0%	$ 65,000
Total Fund Noncapital Subsidies	$ -	$ -	$ 65,000		0.0%	$ 65,000
Other Nonoperating Revenues						
Investment Income	$ 71	$ 17	$ 100	-76.5%	16.8%	$ 83
General Fund Capital Subsidy	-	-	-			-
Total Other Nonoperating Revenues	$ 71	$ 17	$ 100	-76.5%	16.8%	$ 83
Changes in Net Position	4,506	2,776	(159,703)	-38.4%	-1.7%	(162,479)
Net Position, May 1	803,240	725,268	726,274			
Net Position, July 31	$ 807,745	$ 728,044	$ 566,571	-9.9%	128.5%	$ (161,473)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENSES, ADDITIONS, DEDUCTIONS, AND CHANGE IN NET POSITION
ENTERPRISE AND FIDUCIARY FUNDS

	3 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	July 2024	July 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
POLICE PENSION FUND						
Additions						
Contributions	$ 1,642,263	$ 1,675,161	$ 3,632,100	2.0%	46.1%	$ 1,956,939
Investment Income	4,780,010	5,608,780	5,128,600	17.3%	109.4%	(480,180)
Other Income	-	-	-			-
Total Fund Additions	$ 6,422,273	$ 7,283,941	$ 8,760,700	13.4%	83.1%	$ 1,476,759
Deductions						
Pension Administration	$ 15,780	$ 8,459	$ 47,245	-46.4%	17.9%	$ 38,786
Pension Benefits and Refunds	1,296,308	1,235,360	4,203,708	-4.7%	29.4%	2,968,348
Total Fund Deductions	$ 1,312,088	$ 1,243,819	$ 4,250,953	-5.2%	29.3%	$ 3,007,134
Changes in Net Position	5,110,184	6,040,122	4,509,747	18.2%	133.9%	(1,530,375)
Net Position, May 1	67,511,661	73,247,678	76,908,785			
Net Position, July 31	$ 72,621,846	$ 79,287,800	$ 81,418,532	9.2%	97.4%	$ 2,130,732

FY 2026 Quarterly Financial Report
2nd Quarter Ended October 31, 2025

FINANCIAL SNAPSHOT

Fiscal Year % Elapsed: 50%

This *Financial Snapshot* provides a high-level summary of General Fund revenues and expenditures through the end of the current fiscal quarter. The intent is to highlight material trends and variances relative to both the adopted budget and the prior year.

SIGNIFICANT REVENUES	6 MONTHS ENDED:		ANNUAL	ACTUAL	ACTUAL	(OVER)/
	October 31,	October 31,	BUDGET	VS PRIOR	VS	UNDER
(in thousands)	2024	2025	FY2026	YEAR	BUDGET	BUDGET
Sales Taxes	$ 8,422	$ 10,472	$ 19,050	24%	55%	8,578
Home Rule Sales Tax	1,817	2,268	4,100	25%	55%	1,832
Food & Beverage Tax	949	971	1,796	2%	54%	825
Income Tax	2,511	2,655	4,787	6%	55%	2,131
Construction Permit Fees	373	296	991	-21%	30%	695
Electric Utility Tax	613	646	1,221	5%	53%	574
Investment Income	1,664	1,040	1,727	-38%	60%	687
Total Significant Revenues	**$ 16,348**	**$ 18,348**	**$ 33,671**	**12%**	**54%**	**$ 15,323**

EXPENDITURES BY DEPT	6 MONTHS ENDED:		ANNUAL	ACTUAL	ACTUAL	(OVER)/
	October 31,	October 31,	BUDGET	VS PRIOR	VS	UNDER
(in thousands)	2024	2025	FY2026	YEAR	BUDGET	BUDGET
Administration	$ 873	$ 901	$ 2,007	3%	45%	$ 1,107
Public Works	1,869	1,968	5,025	5%	39%	3,057
Police	6,312	7,087	15,246	12%	46%	8,158
Community Development	455	544	1,242	19%	44%	698
Fleet Maintenance	326	303	704	-7%	43%	400
Buildings and Grounds	775	1,041	2,193	34%	47%	1,152
President and Board	119	128	139	7%	92%	11
Events	476	446	475	-6%	94%	29
General Purpose	6,146	1,134	8,730	-82%	13%	7,596
Total Expenditures	**$ 17,352**	**$ 13,552**	**$ 35,760**	**-22%**	**38%**	**$ 22,208**

EXPENDITURES BY CATEGORY	6 MONTHS ENDED:		ANNUAL	ACTUAL	ACTUAL	(OVER)/
	October 31,	October 31,	BUDGET	VS PRIOR	VS	UNDER
(in thousands)	2024	2025	FY2026	YEAR	BUDGET	BUDGET
Personnel	$ 8,241	$ 8,802	$ 18,996	7%	46%	$ 10,194
Contractual Services	1,789	1,933	4,470	8%	43%	2,537
Commodities	330	284	931	-14%	30%	647
Debt Service*	55	50	720	-9%	7%	670
Payment in Lieu of Taxes*	-	-	955	n/a	0%	955
Buildings and Grounds	475	516	1,143	9%	45%	627
Op. Subsidies to Other Funds	415	140	140	-66%	100%	-
Sales Tax Rebates*	4,949	33	5,320	-99%	1%	5,287
PSEBA & Other Postemployment Benefits	50	57	119	15%	48%	62
Risk Management Insurance	540	716	924	33%	77%	208
Capital Contributions	300	525	1,050	75%	50%	525
VERF Contributions	209	496	991	137%	50%	496
Total Expenditures	**$ 17,352**	**$ 13,552**	**$ 35,760**	**-22%**	**38%**	**$ 22,208**

** Timing-related expenditures*

Key Takeaways

Overall, General Fund revenues are currently up 9.7% compared to the prior year at this point in time and are pacing ahead of budget expectations by 3.7%.

A large sales tax rebate payment has not yet been paid during the current year. This payment was complete in the prior year's second quarter resulting in current year expenditures being down 22% compared to the prior year and only reflecting 38% progress against the current budget. This explanation also applies to the general purpose department as sales tax rebates are included there. Once this payment is completed in the third quarter, General Fund expenditures are expected to align with overall budget expectations.

During the quarter a budget amendment was approved to increase the budget for the Police Facility Improvements project from $150,000, as adopted, to $700,000. This increase was due to facility design work to be completed within the fiscal year. This amendment is reflected in the Capital Fund budget included in the financial schedules that follow this *Financial Snapshot*.

At this time, no significant budgetary concerns have been identified. Staff will continue to monitor the identified variances and will report back to the Board should conditions change.

A consolidated financial summary of all Village reporting funds as well as activity for each fund are included in the full quarterly report below. Staff remain available to provide additional detail upon request.

Village of Vernon Hills

CONSOLIDATED FINANCIAL SUMMARY
BUDGET VS ACTUAL BY FUND
FISCAL YEAR 2026

% YEAR COMPLETE **50%**

6 Months Ended: October 31, 2025

GOVERNMENTAL FUNDS (MODIFIED ACCRUAL BASIS)

(in millions)

	General Fund	Capital Fund	VERF	Dispatch Center Fund	Motor Fuel Tax Fund	Town Center TIF Fund	Mellody Farm TIF Fund	Hawthorn Mall TIF Fund	Restricted Police Fund	Total Gov. Funds
Revenues - Actual	**$ 20.43**	**$ 0.81**	**$ 0.08**	**$ 0.51**	**$ 0.78**	**$ 2.49**	**$ 4.65**	**$ 2.24**	**$ 0.01**	**$ 32.01**
Revenues - Budget	38.07	2.55	0.13	0.75	1.82	2.87	5.58	2.57	0.01	54.36
% of Budget	54%	32%	64%	68%	43%	87%	83%	87%	80%	59%
Expenditures - Actual	**13.55**	**3.33**	**0.41**	**0.87**	**-**	**0.04**	**0.45**	**0.25**	**0.00**	**18.91**
Expenditures - Budget	35.76	7.09	1.04	1.48	0.03	1.66	1.80	3.13	0.03	52.01
% of Budget	38%	47%	40%	59%	0%	2%	25%	8%	4%	36%
Excess/(deficiency) or revenues over/(under) expenditures	**6.88**	**(2.52)**	**(0.33)**	**(0.36)**	**0.78**	**2.45**	**4.20**	**1.99**	**0.01**	**13.09**
Other Sources/(Uses), net - Actual	**(0.50)**	**2.14**	**0.57**	**-**	**(1.11)**	**-**	**-**	**-**	**(0.08)**	**1.02**
Other Sources/(Uses), net - Budget	(1.27)	3.45	1.07	0.27	(1.40)	-	-	-	(0.08)	2.04
% of Budget	39%	62%	54%	0%	79%	n/a	n/a	n/a	100%	50%
Change in Fund Balance	**6.38**	**(0.39)**	**0.24**	**(0.36)**	**(0.33)**	**2.45**	**4.20**	**1.99**	**(0.07)**	**14.12**
Fund Balance - May 1	**41.43**	**12.34**	**3.36**	**0.36**	**2.06**	**5.05**	**13.32**	**2.55**	**0.10**	**80.57**
Fund Balance - October 31	**$ 47.81**	**$ 11.95**	**$ 3.60**	**$ (0.00)**	**$ 1.73**	**$ 7.50**	**$ 17.52**	**$ 4.53**	**$ 0.03**	**$ 94.68**

ENTERPRISE FUNDS (FULL ACCRUAL BASIS)

(in thousands)

	Golf Course Fund	Metra Parking Fund	Total Enterprise Funds
Operating Revenues - Actual	**$ 429.22**	**$ 20.79**	**$ 450.01**
Operating Revenues - Budget	588.15	36.30	624.45
% of Budget	73%	57%	72%
Operating Expenses - Actual	**381.71**	**18.77**	**400.47**
Operating Expense - Budget	664.58	196.10	860.68
% of Budget	57%	10%	47%
Operating Income/(Loss)	**47.51**	**2.03**	**49.54**
Noncapital Subsidies - Actual	**75.00**	**65.00**	**140.00**
Noncapital Subsidies - Budget	75.00	65.00	140.00
% of Budget	100%	100%	100%
Operating Income/(Loss) and Noncapital Subsidies	**122.51**	**67.03**	**189.54**
Other Nonoperating Rev. - Actual	**15.57**	**0.03**	**15.59**
Other Nonoperating Rev. - Budget	6.10	0.10	6.20
% of Budget	255%	26%	252%
Change in Net Position	**138.08**	**67.05**	**189.54**
Net Position - May 1	**968.59**	**725.27**	**1,693.86**
Net Position - October 31	**$ 1,106.66**	**$ 792.32**	**$ 1,883.39**
Capital Spending - Actual	**$ -**	**$ -**	**$ -**
Capital Spending - Budget	25.00	-	25.00
% of Budget	0%	n/a	0%

FIDUCIARY FUND (FULL ACCRUAL BASIS)

(in millions)

	Police Pension Fund
Additions - Actual	**$ 12.14**
Additions - Budget	8.76
% of Budget	139%
Deductions - Actual	**2.33**
Deductions - Budget	4.25
% of Budget	55%
Change in Net Position	**9.82**
Net Position - May 1	**73.25**
Net Position - October 31	**$ 83.06**

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
GENERAL FUND								
Revenues								
Local Taxes	$ 2,104,593	$ 2,318,664	$ 3,959,566	$ 4,553,443	$ 8,180,358	15.0%	55.7%	$ 3,626,915
Intergovernmental	5,693,445	6,420,467	11,441,032	13,291,879	24,508,381	16.2%	54.2%	11,216,502
Licenses, Permits, and Fees	343,365	447,495	792,400	831,507	2,106,400	4.9%	39.5%	1,274,893
Charges for Services	72,164	47,973	127,946	87,736	433,900	-31.4%	20.2%	346,164
Fines and Forfeitures	54,001	49,334	122,845	100,711	439,300	-18.0%	22.9%	338,589
Lease and Rental Income	62,051	128,217	147,317	195,201	330,400	32.5%	59.1%	135,199
Investment Income	702,947	672,908	1,664,193	1,039,652	1,726,500	-37.5%	60.2%	686,848
Other Income	54,079	56,921	371,901	333,483	341,000	-10.3%	97.8%	7,517
Total Fund Revenues	$ 9,086,645	$ 10,141,979	$ 18,627,199	$ 20,433,612	$ 38,066,239	9.7%	53.7%	$ 17,632,627
Expenditures								
Personnel	$ 4,470,790	$ 4,036,095	$ 8,241,289	$ 8,802,012	$ 18,996,496	6.8%	46.3%	$ 10,194,484
Contractual Services	685,133	743,423	1,789,489	1,933,219	4,469,992	8.0%	43.2%	2,536,773
Commodities	182,048	153,743	329,622	283,553	930,581	-14.0%	30.5%	647,028
Debt Service	55,011	49,806	55,011	49,806	720,026	-9.5%	6.9%	670,220
Payment in Lieu of Taxes	-	-	-	-	954,852		0.0%	954,852
Buildings and Grounds	243,934	269,691	474,768	515,929	1,143,368	8.7%	45.1%	627,439
Op. Subsidies to Other Funds	415,000	140,000	415,000	140,000	140,000	-66.3%	100.0%	-
Sales Tax Rebates	4,948,508	33,113	4,948,508	33,113	5,320,000	-99.3%	0.6%	5,286,887
PSEBA & Other Postemployment Benefits	22,181	27,024	49,856	57,457	119,229	15.2%	48.2%	61,772
Risk Management Insurance	-	595	539,565	716,253	924,348	32.7%	77.5%	208,095
Capital Contributions	300,000	525,000	300,000	525,000	1,050,000	75.0%	50.0%	525,000
VERF Contributions	208,845	495,500	208,845	495,500	991,000	137.3%	50.0%	495,500
Total Fund Expenditures	$ 11,531,451	$ 6,473,989	$ 17,351,954	$ 13,551,842	$ 35,759,892	-21.9%	37.9%	$ 22,208,050
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,444,806)	3,667,990	1,275,246	6,881,771	2,306,347	439.6%	298.4%	(4,575,424)
Other Financing (Uses)								
Capital Subsidies to Other Funds	$ -	$ -	$ -	$ -	$ -			$ -
Transfer to Dispatch Fund	-	-	-	-	(271,909)		0.0%	(271,909)
Transfer to Capital FD	(900,000)	(500,000)	(900,000)	(500,000)	(1,000,000)	-44.4%	50.0%	(500,000)
- One-Time Capital Funding Transfers -								-
Capital Funding Transfer	(4,618,500)	-	(4,618,500)	-	-	-100.0%		-
VERF Funding Transfer	(1,056,000)	-	(1,056,000)	-	-	-100.0%		-
Total Other Financing (Uses)	$ (6,574,500)	$ (500,000)	$ (6,574,500)	$ (500,000)	$ (1,271,909)	-92.4%	39.3%	$ (771,909)
Changes in Fund Balance	$ (9,019,306)	$ 3,167,990	(5,299,254)	6,381,771	1,034,438	-220.4%	616.9%	(5,347,333)
Fund Balances, May 1			48,240,879	41,431,803	40,158,987			
Fund Balance, October 31			$ 42,941,624	$ 47,813,574	$ 41,193,425	11.3%	116.1%	$ (6,620,149)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
CAPITAL FUND								
Revenues								
Intergovernmental	112,795	$ 210,173	$ 238,316	$ 339,385	$ 2,060,522	42.4%	16.5%	$ 1,721,137
Lease and Rental Income	-	76,300	-	76,300	106,700		71.5%	30,400
Investment Income	33,456	167,108	70,873	291,682	286,011	311.6%	102.0%	(5,671)
Other Income	-	100,000	-	100,000	100,000		100.0%	-
Total Fund Revenues	$ 146,250	$ 553,581	$ 309,189	$ 807,366	$ 2,553,233	161.1%	31.6%	$ 1,745,867
Expenditures								
Streets and Roads	$ 7,424,427	$ 2,875,202	$ 1,956,979	$ 1,860,547	$ 2,879,000	-4.9%	64.6%	$ 1,018,453
Village Facilities	736,267	475,208	559,553	163,806	1,700,000	-70.7%	9.6%	1,536,194
Open Lands and Stormwater	811,159	1,022,522	207,477	1,302,648	2,279,000	527.9%	57.2%	976,352
Other One-Time Projects	782,892	932,364	436,100	5,200	131,500	-98.8%	4.0%	126,300
Contractual Services	-	-	-	-	100,000		0.0%	100,000
Total Fund Expenditures	$ 9,754,745	$ 5,305,296	$ 3,160,109	$ 3,332,201	$ 7,089,500	5.4%	47.0%	$ 3,757,299
Excess (Deficiency) of Revenues Over (Under) Expenditures	(9,608,495)	(4,751,715)	(2,850,920)	(2,524,835)	(4,536,267)	-11.4%	55.7%	(2,011,432)
Other Financing Sources								
Transfers In - From General Fund	$ 5,818,500	$ 1,025,000	$ 5,818,500	$ 1,025,000	$ 2,050,000	-82.4%	50.0%	$ 1,025,000
Transfers In - From Motor Fuel Tax Fund	656,629	1,110,991	1,216,939	1,110,991	1,400,000	-8.7%	79.4%	289,009
Total Other Financing Sources	$ 6,475,129	$ 2,135,991	$ 7,035,439	$ 2,135,991	$ 3,450,000	-69.6%	61.9%	$ 1,314,009
Changes in Fund Balance	$ (3,133,366)	$ (2,615,724)	4,184,519	(388,844)	(1,086,267)	-109.3%	35.8%	(697,423)
Fund Balances, May 1			2,668,454	12,341,291	12,016,546			
Fund Balance, October 31			$ 6,852,973	$ 11,952,447	$ 10,930,279	74.4%	109.4%	$ (1,022,168)
VEHICLE & EQUIPMENT REPLACEMENT FUND								
Revenues								
Investment Income	27,681	$ 44,711	$ 58,663	$ 81,351	$ 128,038	38.7%	63.5%	$ 46,687
Total Fund Revenues	$ 27,681	$ 44,711	$ 58,663	$ 81,351	$ 128,038	38.7%	63.5%	$ 46,687
Expenditures								
Fleet Replacement	$ 2,935,929	$ 1,171,194	$ 630,621	$ 352,022	$ 708,930	-44.2%	49.7%	$ 356,908
Equipment Replacement	396,882	187,176	130,460	60,382	229,240	-53.7%	26.3%	168,858
Contractual Services	-	-	-	-	100,000		0.0%	100,000
Total Fund Expenditures	$ 3,332,811	$ 1,358,370	$ 761,081	$ 412,404	$ 1,038,170	-45.8%	39.7%	$ 625,766
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,305,130)	(1,313,659)	(702,419)	(331,053)	(910,132)	-52.9%	36.4%	(579,079)
Other Financing Sources								
Transfers In - From General Fund	$ 1,275,786	$ 495,500	$ 1,275,786	$ 495,500	$ 991,000	-61.2%	50.0%	$ 495,500
Transfers In - From Restricted Police Fund	1,339,566	541,611	54,476	76,175	76,175	39.8%	100.0%	-
Total Other Financing Sources	$ 2,615,352	$ 1,037,111	$ 1,330,262	$ 571,675	$ 1,067,175	-57.0%	53.6%	$ 495,500
Changes in Fund Balance	$ (689,778)	$ (276,549)	627,843	240,622	157,043	-61.7%	153.2%	(83,579)
Fund Balances, May 1			2,050,289	3,357,170	3,330,024			
Fund Balance, October 31			$ 2,678,132	$ 3,597,792	$ 3,487,067	34.3%	103.2%	$ (110,725)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
MOTOR FUEL TAX FUND								
Revenues								
Intergovernmental	$ 795,184	$ 323,256	$ 1,187,393	$ 714,904	$ 1,761,270	-39.8%	40.6%	$ 1,046,366
Investment Income	41,569	35,285	83,667	67,645	53,892	-19.1%	125.5%	(13,753)
Total Fund Revenues	$ 836,754	$ 358,541	$ 1,271,060	$ 782,550	$ 1,815,162	-38.4%	43.1%	$ 1,032,613
Expenditures								
Contractual Services	$ -	$ -	$ -	$ -	$ 25,000		0.0%	$ 25,000
Total Fund Expenditures	$ -	$ -	$ -	$ -	$ 25,000		0.0%	$ 25,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	836,754	358,541	1,271,060	782,550	1,790,162	-38.4%	43.7%	1,007,613
Other Financing (Uses)								
Transfers Out - To Capital Fund								
Streets & Roads Contrib	$ -	$ (1,110,991)	$ -	$ (1,110,991)	$ (1,400,000)		79.4%	$ (289,009)
Rebuild Illinois Contrib	(656,629)	-	(1,216,939)	-	-	-100.0%		-
Total Other Financing (Uses)	$ (656,629)	$ (1,110,991)	$ (1,216,939)	$ (1,110,991)	$ (1,400,000)	-8.7%	79.4%	$ (289,009)
Changes in Fund Balance	$ 180,125	$ (752,450)	54,120	(328,441)	390,162	-706.9%	-84.2%	718,603
Fund Balances, May 1			917,900	2,062,889	1,341,244			
Fund Balance, October 31			$ 972,021	$ 1,734,448	$ 1,731,406	78.4%	100.2%	$ (3,042)
DISPATCH CENTER FUND								
Revenues								
Intergovernmental	$ 136,506	$ 69,380	$ 355,321	$ 309,035	$ 261,000	-13.0%	118.4%	$ (48,035)
Charges for Services	244,917	-	478,828	203,448	493,703	-57.5%	41.2%	290,255
Investment Income	36	13	100	87	100	-13.0%	87.2%	13
Total Fund Revenues	$ 381,459	$ 69,393	$ 834,250	$ 512,570	$ 754,803	-38.6%	67.9%	$ 242,233
Expenditures								
Personnel	$ 442,981	$ 417,805	$ 819,263	$ 769,220	$ 1,173,746	-6.1%	65.5%	$ 404,526
Contractual Services	124,319	18,540	192,610	81,828	264,457	-57.5%	30.9%	182,629
Commodities	439	-	1,195	-	3,100	-100.0%	0.0%	3,100
Buildings and Grounds	27,413	8,362	37,168	20,716	38,370	-44.3%	54.0%	17,654
VERF Contributions	10,941	-	10,941	-	-	-100.0%		-
Total Fund Expenditures	$ 606,093	$ 444,707	$ 1,061,176	$ 871,764	$ 1,479,673	-17.8%	58.9%	$ 607,909
Excess (Deficiency) of Revenues Over (Under) Expenditures	(224,634)	(375,314)	(226,927)	(359,194)	(724,870)	58.3%	49.6%	(365,676)
Other Financing Sources								
Transfers In - From General Fund								
Transfers In	-	$ -	$ -	$ -	$ 271,909		0.0%	$ 271,909
Total Other Financing Sources	$ -	$ -	$ -	$ -	$ 271,909		0.0%	$ 271,909
Changes in Fund Balance	$ (224,634)	$ (375,314)	(226,927)	(359,194)	(452,961)	58.3%	79.3%	(93,767)
Fund Balances, May 1			398,631	357,863	452,961			
Fund Balance, October 31			$ 171,705	$ (1,331)	$ -	-100.8%		$ 1,331

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
TOWN CENTER TIF FUND								
Revenues								
Local Taxes	$ 1,058,663	$ 1,054,753	$ 2,154,484	$ 2,354,337	$ 2,478,376	9.3%	95.0%	$ 124,039
Payment in Lieu of Taxes	-	-	-	-	247,838		0.0%	247,838
Investment Income	72,629	72,491	134,010	133,755	148,552	-0.2%	90.0%	14,797
Total Fund Revenues	$ 1,131,293	$ 1,127,244	$ 2,288,494	$ 2,488,092	$ 2,874,766	8.7%	86.5%	$ 386,674
Expenditures								
Contractual Services	$ 1,080	$ 283	$ 1,547	$ 355	$ 67,886	-77.0%	0.5%	$ 67,531
Capital Outlay	-	-	-	-	-			-
Debt Service	3,153	825	51,896	36,125	1,592,663	-30.4%	2.3%	1,556,538
Total Fund Expenditures	$ 4,233	$ 1,108	$ 53,443	$ 36,480	$ 1,660,549	-31.7%	2.2%	$ 1,624,069
Changes in Fund Balance	$ 1,127,060	$ 1,126,136	2,235,051	2,451,612	1,214,217	9.7%	201.9%	(1,237,395)
Fund Balances, May 1			4,022,242	5,046,824	5,062,307			
Fund Balance, October 31			$ 6,257,293	$ 7,498,436	$ 6,276,524	19.8%	119.5%	$ (1,221,912)
MELLODY FARM TIF FUND								
Revenues								
Local Taxes	$ 2,208,438	$ 2,074,366	$ 4,416,876	$ 4,304,136	$ 4,775,999	-2.6%	90.1%	$ 471,863
Payment in Lieu of Taxes	-	-	-	-	477,600		0.0%	477,600
Investment Income	172,207	183,563	322,968	341,572	330,121	5.8%	103.5%	(11,451)
Total Fund Revenues	$ 2,380,645	$ 2,257,929	$ 4,739,843	$ 4,645,708	$ 5,583,720	-2.0%	83.2%	$ 938,012
Expenditures								
Contractual Services	$ 108,493	$ 162,897	$ 110,609	$ 184,191	$ 204,886	66.5%	89.9%	$ 20,695
Debt Service	279,843	265,870	279,843	265,870	1,592,565	-5.0%	16.7%	1,326,695
Total Fund Expenditures	$ 388,336	$ 428,767	$ 390,451	$ 450,061	$ 1,797,451	15.3%	25.0%	$ 1,347,390
Changes in Fund Balance	$ 1,992,310	$ 1,829,162	4,349,392	4,195,647	3,786,269	-3.5%	110.8%	(409,378)
Fund Balances, May 1			9,565,720	13,324,181	13,307,076			
Fund Balance, October 31			$ 13,915,112	$ 17,519,828	$ 17,093,345	25.9%	102.5%	$ (426,483)
HAWTHORN MALL TIF FUND								
Revenues								
Local Taxes	$ 820,240	$ 1,098,565	$ 1,637,179	$ 2,188,685	$ 2,294,138	33.7%	95.4%	$ 105,453
Payment in Lieu of Taxes	-	-	-	-	229,414		0.0%	229,414
Investment Income	11,091	26,510	19,982	53,243	49,449	166.5%	107.7%	(3,794)
Total Fund Revenues	$ 831,331	$ 1,125,075	$ 1,657,161	$ 2,241,928	$ 2,573,001	35.3%	87.1%	$ 331,073
Expenditures								
Contractual Services	$ 20,063	$ 249,566	$ 20,343	$ 254,348	$ 3,131,862	1150.3%	8.1%	$ 2,877,514
Total Fund Expenditures	$ 20,063	$ 249,566	$ 20,343	$ 254,348	$ 3,131,862	1150.3%	8.1%	$ 2,877,514
Changes in Fund Balance	$ 811,268	$ 875,508	1,636,818	1,987,580	(558,861)	21.4%	-355.6%	(2,546,441)
Fund Balances, May 1			734,781	2,545,617	2,170,693			
Fund Balance, October 31			$ 2,371,599	$ 4,533,197	$ 1,611,832	91.1%	281.2%	$ (2,921,365)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE
GOVERNMENTAL FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
RESTRICTED POLICE FUND								
Revenues								
Fines and Forfeitures	$ 2,336	$ 4,203	$ 6,483	$ 11,895	$ 13,000	83.5%	91.5%	$ 1,105
Investment Income	1,310	26	2,694	69	1,937	-97.4%	3.6%	1,868
Total Fund Revenues	$ 3,646	$ 4,229	$ 9,177	$ 11,964	$ 14,937	30.4%	80.1%	$ 2,973
Expenditures								
Contractual Services	$ 2,205	$ -	$ 2,205	$ 1,192	$ 27,000	-45.9%	4.4%	$ 25,808
Total Fund Expenditures	$ 2,205	$ -	$ 2,205	$ 1,192	$ 27,000	-45.9%	4.4%	$ 25,808
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,441	4,229	6,972	10,772	(12,063)	54.5%	-89.3%	(22,835)
Other Financing (Uses)								
Transfer Out - To VERF								
Transfers Out	$ -	$ (76,175)	$ (54,476)	$ (76,175)	$ (76,175)	39.8%	100.0%	$ -
Total Other Financing (Uses)	$ -	$ (76,175)	$ (54,476)	$ (76,175)	$ (76,175)	39.8%	100.0%	$ -
Changes in Fund Balance	$ 1,441	$ (71,946)	(47,504)	(65,403)	(88,238)	37.7%	74.1%	(22,835)
Fund Balances, May 1			140,757	98,940	90,455			
Fund Balance, October 31			$ 93,254	$ 33,538	$ 2,217	-64.0%	1512.8%	$ (31,321)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENSES, ADDITIONS, DEDUCTIONS, AND CHANGE IN NET POSITION
ENTERPRISE AND FIDUCIARY FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
GOLF COURSE FUND								
Operating Revenues								
Course Fees	$ 126,368	$ 164,121	$ 341,403	$ 362,692	$ 489,138	6.2%	74.1%	$ 126,446
Merchandise Sales	4,991	6,159	13,302	13,978	18,050	5.1%	77.4%	4,072
Food & Beverage Sales	23,378	21,314	50,201	45,582	68,466	-9.2%	66.6%	22,884
Other Operating	1,934	2,293	4,293	6,965	12,500	62.3%	55.7%	5,535
Total Fund Operating Revenues	$ 156,671	$ 193,887	$ 409,199	$ 429,217	$ 588,154	4.9%	73.0%	$ 158,937
Operating Exepsnes								
Personnel	$ 7,436	$ 7,285	$ 13,229	$ 13,024	$ 30,295	-1.6%	43.0%	$ 17,271
Contractual Services	137,389	160,401	236,478	270,020	452,138	14.2%	59.7%	182,118
Commodities	1,113	13,016	2,141	14,829	14,400	592.6%	103.0%	(429)
Buildings and Grounds	23,837	23,034	40,741	43,848	84,759	7.6%	51.7%	40,911
Cost of Goods Sold	10,328	32,054	25,515	39,987	32,989	56.7%	121.2%	(6,998)
Depreciation	-	-	-	-	50,000		0.0%	50,000
Total Fund Operating Exepsnes	$ 180,103	$ 235,791	$ 318,105	$ 381,708	$ 664,581	20.0%	57.4%	$ 282,873
Operating Income/(Loss)	(23,432)	(41,904)	91,094	47,509	(76,427)	-47.8%	-62.2%	(123,936)
Noncapital Subsidies								
Noncapital Subsidies	$ 380,000	$ 75,000	$ 380,000	$ 75,000	$ 75,000	-80.3%	100.0%	$ -
Total Fund Noncapital Subsidies	$ 380,000	$ 75,000	$ 380,000	$ 75,000	$ 75,000	-80.3%	100.0%	$ -
Other Nonoperating Revenues								
Investment Income	$ 18	$ 30	$ 48	$ 82	$ 100	71.2%	82.2%	$ 18
General Fund Capital Subsidy	-	-	-	-	-			-
Other Nonoperating Revenue	4,820	93	17,507	15,486	6,000	-11.5%	258.1%	(9,486)
Total Other Nonoperating Revenues	$ 4,837	$ 123	$ 17,555	$ 15,568	$ 6,100	-11.3%	255.2%	$ (9,468)
Changes in Net Position	$ (18,595)	$ (37,067)	108,649	63,077	(70,327)	-41.9%	-89.7%	(133,404)
Net Position, May 1			296,900	968,588	1,014,839			
Net Position, October 31			$ 405,548	$ 1,031,665	$ 944,512	154.4%	109.2%	$ (87,153)
Capital Spending								
Vehicle and Equipment Replacement	$ 83,893	$ -	$ 83,893	$ -	$ -	-100.0%		$ -
Capital Projects	16,850	-	373,718	-	25,000	-100.0%	0.0%	25,000
Total Fund Capital Spending	$ 100,743	$ -	$ 457,611	$ -	$ 25,000	-100.0%	0.0%	$ 25,000

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENSES, ADDITIONS, DEDUCTIONS, AND CHANGE IN NET POSITION
ENTERPRISE AND FIDUCIARY FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
METRA PARKING FUND								
Operating Revenues								
Parking Fees	$ 9,122	$ 10,889	$ 19,133	$ 20,792	$ 36,300	8.7%	57.3%	$ 15,508
Total Fund Operating Revenues	$ 9,122	$ 10,889	$ 19,133	$ 20,792	$ 36,300	8.7%	57.3%	$ 15,508
Operating Exepsnes								
Personnel	$ 1,641	$ 1,564	$ 2,820	$ 2,799	$ 6,092	-0.8%	45.9%	$ 3,293
Contractual Services	1,506	1,791	2,990	2,675	54,093	-10.5%	4.9%	51,418
Commodities	-	-	-	-	-			-
Buildings and Grounds	23,042	8,266	25,955	13,291	39,900	-48.8%	33.3%	26,609
Depreciation	-	-	-	-	96,018		0.0%	96,018
Total Fund Operating Exepsnes	$ 26,189	$ 11,622	$ 31,766	$ 18,765	$ 196,103	-40.9%	9.6%	$ 177,338
Operating Income/(Loss)	(17,067)	(733)	(12,633)	2,027	(159,803)	-116.0%	-1.3%	(161,830)
Noncapital Subsidies								
Noncapital Subsidies	$ 35,000	$ 65,000	$ 35,000	$ 65,000	$ 65,000	85.7%	100.0%	$ -
Total Fund Noncapital Subsidies	$ 35,000	$ 65,000	$ 35,000	$ 65,000	$ 65,000	85.7%	100.0%	$ -
Other Nonoperating Revenues								
Investment Income	$ 22	$ 9	$ 94	$ 26	$ 100	-71.9%	26.3%	$ 74
General Fund Capital Subsidy	-	-	-	-	-			-
Total Other Nonoperating Revenues	$ 22	$ 9	$ 94	$ 26	$ 100	-71.9%	26.3%	$ 74
Changes in Net Position	$ (17,045)	$ (723)	(12,539)	2,053	(159,703)	-116.4%	-1.3%	(161,756)
Net Position, May 1			803,240	725,268	726,274			
Net Position, October 31			$ 790,700	$ 727,320	$ 566,571	-8.0%	128.4%	$ (160,749)

Village of Vernon Hills

SUMMARY OF REVENUES, EXPENSES, ADDITIONS, DEDUCTIONS, AND CHANGE IN NET POSITION
ENTERPRISE AND FIDUCIARY FUNDS

	QUARTER ENDED		6 MONTHS ENDED		ANNUAL	% ACTAUL		(OVER)/
	October 2024	October 2025	October 2024	October 2025	BUDGET FY 2026	OVER/ UNDER PY	% ACTUAL VS BUDGET	UNDER BUDGET
POLICE PENSION FUND								
Additions								
Contributions	$ 99,985	$ 149,143	$ 1,742,248	$ 1,824,304	$ 3,632,100	4.7%	50.2%	$ 1,807,796
Investment Income	315,661	4,711,429	5,095,671	10,320,209	5,128,600	102.5%	201.2%	(5,191,609)
Other Income	-	-	-	-	-			-
Total Fund Additions	$ 415,646	$ 4,860,572	$ 6,837,918	$ 12,144,513	$ 8,760,700	77.6%	138.6%	$ (3,383,813)
Deductions								
Pension Administration	$ 8,890	$ 9,690	$ 24,670	$ 18,149	$ 47,245	-26.4%	38.4%	$ 29,096
Pension Benefits and Refunds	667,256	1,074,014	1,963,564	2,309,374	4,203,708	17.6%	54.9%	1,894,334
Total Fund Deductions	$ 676,146	$ 1,083,704	$ 1,988,234	$ 2,327,523	$ 4,250,953	17.1%	54.8%	$ 1,923,430
Changes in Net Position	$ (260,500)	$ 3,776,868	4,849,684	9,816,990	4,509,747	102.4%	217.7%	(5,307,243)
Net Position, May 1			67,511,661	73,247,678	76,908,785			
Net Position, October 31			$ 72,361,345	$ 83,064,668	$ 81,418,532	14.8%	102.0%	$ (1,646,136)

Vernon Hills Police Department Monthly Board Report
January 2026

PART I CRIMES	This Month	2026 to Date	2025 to Date	2024 to Date	2023 to Date	2022 to Date	2021 to Date	Percentage Change 2021-2026
Homicide	0	0	0	0	0	0	0	*****
Criminal Sexual Assault	0	0	0	0	0	0	2	-100.0%
Robbery	0	0	0	0	0	1	0	-100.0%
Battery (Aggravated)	0	0	1	1	0	0	0	-100.0%
Assault (Aggravated)	0	0	0	0	0	0	0	*****
Burglary	4	4	2	2	1	0	0	300.0%
Burglary to Motor Vehicle	4	4	0	9	3	10	3	-20.0%
Theft	24	24	8	18	29	16	26	23.7%
Motor Vehicle Theft	2	2	0	1	0	0	0	900.0%
Arson	0	0	0	0	0	0	0	*****
PART I CRIME INDEX TOTALS	**34**	**34**	**11**	**31**	**33**	**27**	**31**	**27.82%**

PART II CRIMES	This Month	2026 to Date	2025 to Date	2024 to Date	2023 to Date	2022 to Date	2021 to Date	Percentage Change 2021-2026
Assault (Simple)	0	0	1	0	0	1	0	-100.0%
Battery (Domestic / Simple)	7	7	12	8	8	7	4	-10.3%
Deceptive Practice	12	12	8	19	13	14	27	-25.9%
Criminal Damage	1	1	3	1	7	1	1	-61.5%
Criminal Trespass	0	0	1	1	0	2	1	-100.0%
Weapons Offenses	0	0	1	2	0	1	0	-100.0%
Sex Offenses	1	1	1	2	0	1	0	25.0%
Offenses Involving Children	0	0	2	0	0	0	0	-100.0%
Cannabis Control Act	0	0	0	1	0	0	4	-100.0%
Controlled Substances Act	2	2	0	0	0	0	1	900.0%
Hypodermic / Needles / Drug Paraphernalia	0	0	1	1	0	0	0	-100.0%
Liquor Control Act	0	0	0	0	0	0	0	*****
Disorderly Conduct	4	4	2	6	4	4	9	-20.0%
Interference with Officers	0	0	0	0	0	0	0	*****
Other Offenses*	4	4	3	4	5	2	3	17.6%
PART II CRIME INDEX TOTAL	**31**	**31**	**35**	**45**	**37**	**33**	**50**	**-22.50%**

*Other Offenses

Vernon Hills Police Department Monthly Board Report
January 2026

Service Calls	This Month	2026 to Date	2025 to Date	2024 to Date	2023 to Date	2022 to Date	2021 to Date	Percentage Change 2021-2026
Abandoned Autos	1	1	0	4	1	1	4	-50.0%
Annoying Telephone Calls	0	0	0	0	0	0	0	*****
Animal complaints	16	16	8	16	21	10	18	9.6%
Assist Fire Department	91	91	36	46	34	23	22	182.6%
Assist other Police	24	24	42	41	35	30	26	-31.0%
Assist Other Government	14	14	15	40	87	78	67	-75.6%
Citizen Assists	68	68	80	65	65	44	34	18.1%
Domestics (Simple)	23	23	14	24	16	15	19	30.7%
Burglar Alarms	69	69	73	96	65	81	67	-9.7%
Hold Up Alarms	7	7	17	9	6	11	4	-25.5%
Auto Alarms	0	0	0	0	0	0	2	-100.0%
Juvenile Problems	4	4	9	7	11	6	8	-51.2%
Death Investigations	2	2	5	2	3	2	4	-37.5%
Mental Cases	8	8	5	7	11	4	7	17.6%
Missing Persons (Adult)	0	0	0	0	2	2	1	-100.0%
Missing Persons (Juvenile)	1	1	2	0	1	1	0	25.0%
Neighbor Problems	3	3	0	1	3	3	2	66.7%
Traffic Related Services	411	411	362	346	333	338	281	23.8%
Public Service	754	754	855	632	922	766	673	-2.0%
Other Public Complaints	56	56	70	62	53	56	52	-4.4%
E-911 Misdials	98	98	201	323	430	572	510	-75.9%
Lost / Found / Missing Property	16	16	14	20	13	17	12	5.3%
Property Damage (Non-Criminal)	5	5	2	2	3	3	7	47.1%
Assist Rescue	184	184	203	220	205	227	142	-7.7%
Suspicious Autos	23	23	31	29	27	32	32	-23.8%
Suspicious Person	9	9	14	7	7	13	4	0.0%
Suspicious Noise	0	0	0	1	0	1	0	-100.0%
Suspicious Circumstances	27	27	34	31	22	28	18	1.5%
Other Ordinance / Service Activity	5	5	4	15	6	1	4	-16.7%
Parking Complaints	49	49	51	31	33	37	21	41.6%
TOTAL SERVICE CALLS	**1968**	**1968**	**2147**	**2077**	**2415**	**2402**	**2041**	**-11.21%**

Vernon Hills Police Department Monthly Board Report
January 2026

Traffic Offenses	This Month	2026 to Date	2025 to Date	2024 to Date	2023 to Date	2022 to Date	2021 to Date	Percentage Change 2021-2026
Accidents (Property Damage)	76	76	72	32	50	40	37	64.5%
Accidents (Personal Injury)	6	6	6	5	7	8	7	-9.1%
Accidents (Private Property)	0	0	0	36	21	24	19	-100.0%
Accidents (Hit and Run)	13	13	9	14	14	14	6	14.0%
Accidents (Fatal)	0	0	0	0	0	0	0	*****
DUI Arrests	11	11	8	4	3	11	8	61.8%
Moving Violations	66	66	72	83	70	62	51	-2.4%
Driver's License Violations	3	3	6	15	5	6	9	-63.4%
Registration Violations	9	9	14	18	6	10	9	-21.1%
Other Traffic Offenses	10	10	17	23	14	28	13	-47.4%
Compliance Citations	0	0	0	0	0	0	5	-100.0%
Parking Citations	97	97	94	162	54	59	22	24.0%
Warning Citations	74	74	92	73	108	110	81	-20.3%
TOTAL TRAFFIC OFFENSES	**365**	**365**	**390**	**465**	**352**	**372**	**267**	**-1.14%**

MONTHLY INVESTIGATIONS SUMMARY BY CLASS
January 2026

OFFENSE	THIS MONTH	LAST MONTH	THIS MONTH LAST YEAR	LAST YEAR TO DATE	THIS YEAR TO DATE
AGG ASSAULT	0	0	0	0	0
AGG BATTERY	0	0	0	0	0
ARSON	0	0	0	0	0
ASSAULT	0	0	0	0	0
AUTO BURGLARY	1	1	0	0	1
AUTO THEFT	1	1	0	0	1
BATTERY	2	0	2	2	2
BURGLARY	0	0	2	2	0
CDTP	1	0	1	1	1
CHILD ABUSE	0	0	2	2	0
CRIM SEX ABUSE	0	0	0	0	0
CRIM SEX ASSAULT	0	1	0	0	0
CRIMINAL TRESPASS	0	0	1	1	0
DECEPTIVE PRACTICES	3	10	3	3	3
DISORDERLY CONDUCT	1	1	0	0	1
DOMESTIC	0	1	0	0	0
DRUG INVESTIGATION	2	0	0	0	2
FORGERY	0	0	0	0	0
HOMICIDE	0	0	0	0	0
IDENTITY THEFT	1	2	1	1	1
MISSING PERSON	0	0	1	1	0
OTHER	9	12	9	9	9
PUBLIC INDECENCY	0	0	0	0	0
ROBBERY	0	0	0	0	0
THEFT OVER	5	1	4	4	5
THEFT UNDER	2	4	3	3	2
TX HARASSMENT	0	0	1	1	0
UUCC	0	0	1	1	0
WEAPONS	0	0	1	1	0
TOTALS	28	34	32	32	28

MONTHLY INVESTIGATIONS SUMMARY

January 2026

CASE STATUS INFORMATION

CLEARED BY	THIS MONTH	LAST MONTH	THIS MONTH LAST YEAR	LAST YEAR TO DATE	THIS YEAR TO DATE
ARREST	11	5	9	9	11
EXCEPTIONAL	13	6	18	18	13
ADMINISTRATIVELY CLOSED	7	6	9	9	7
ACTIVE	12	17	18	92	95
ADMINISTRATIVE TIME	300	300	300	300	300
AMOUNT OF PROPERTY RECOVERED	$703.00	$365.63	$0.00	$0.00	$703.00

ARREST INFORMATION

TYPE OF ARREST	THIS MONTH	LAST MONTH	THIS MONTH LAST YEAR	LAST YEAR TO DATE	THIS YEAR TO DATE
FELONY	8	5	6	6	8
MISDEMEANOR	3	0	1	1	3
LOCAL ORDINANCE	1	0	0	0	1
STATION ADJUSTED	0	0	0	0	0
TOTAL	12	5	7	7	12

Village of Vernon Hills
290 Evergreen Drive • Vernon Hills, IL 60061• 847-367-3700

Paid Warrant Report

To: President and Village Board
Date: February 17th, 2026
Item Title: Paid Warrant Report
From: Patrick Hilbert, Accountant

RECOMMENDATION:
The Finance Department recommends that the President and Village Board approve the invoices being presented for payment from January 29th 2026, through February 12th 2026, in the amount of $1,130,464.80.

The following significant payments are made to the following vendors:

Brothers Asphalt Paving Inc	$ 299,094.83	Road Rehabilitation
FGM Architects Inc	$ 68,883.80	Police Campus Improvements
Illinois Municipal Retirement Fund	$ 101,110.73	January 2026 Contributions
IPBC Insurance	$ 246,168.44	January 2026 Premiums
LakeComm	$ 169,287.75	FY26 Q4 Dispatch Services
Lauterbach & Amen LLP	$ 28,875	Accounting Services
Morton Salt	$ 35,691.21	Bulk Road Salt

All purchases are made in accordance with the Village of Vernon Hills' purchasing policies and are in accordance with the Municipal Code for the State of Illinois.

Attachments *(included at the end of the packet)*
"Paid Warrant Report"

VILLAGE OF VERNON HILLS

PAID INVOICES REPORT

WARRANT: A260216 TO FISCAL 2026/10 05/01/2025 TO 04/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
15626	ABC PLUMBING HEATING & COOLING									
	128994	02/12/26	0		146044	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	150.00
	INVOICE: 128994									
	128995	02/12/26	0		146045	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	150.00
	INVOICE: 128995									
	VENDOR TOTALS		2,442.29	YTD INVOICED				2,605.29	YTD PAID	300.00
17933	ABCO ELECTRIC									
	128835	02/03/26	0		146047	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	150.00
	INVOICE: 128835									
	VENDOR TOTALS		150.00	YTD INVOICED				150.00	YTD PAID	150.00
12936	ALLIED AIR CONDITIONING & HEATING									
	128993	02/12/26	0		146037	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	50.00
	INVOICE: 128993									
	VENDOR TOTALS		1,974.57	YTD INVOICED				2,124.57	YTD PAID	50.00
18767	AMERICAN DREAM HOME IMPROVEMENT, INC									
	128962	02/12/26	0		146049	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	210.00
	INVOICE: 128962									
	VENDOR TOTALS		210.00	YTD INVOICED				210.00	YTD PAID	210.00
14893	ANTHONY DUCO									
	129008	02/12/26	0		146041	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	50.00
	INVOICE: 129008									
	VENDOR TOTALS		50.00	YTD INVOICED				50.00	YTD PAID	50.00
7538	BARRY ROOFING									
	128964	02/12/26	0		146031	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	191.32
	INVOICE: 128964									
	128966	02/12/26	0		146032	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	191.32
	INVOICE: 128966									
	128996	02/12/26	0		146033	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	181.51
	INVOICE: 128996									
	128997	02/12/26	0		146034	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	181.51
	INVOICE: 128997									
	VENDOR TOTALS		6,634.33	YTD INVOICED				6,634.33	YTD PAID	745.66
19773	BRIAN APEL, ORANGE HAT ELECTRICAL									
	128974	02/12/26	0		146056	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	50.00
	INVOICE: 128974									
	VENDOR TOTALS		50.00	YTD INVOICED				50.00	YTD PAID	50.00
18323	C & N CONSTRUCTION INC									

PAID INVOICES REPORT

WARRANT: A260216 TO FISCAL 2026/10 05/01/2025 TO 04/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	128968	02/12/26	0		146048	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	150.00
	INVOICE: 128968									
	VENDOR TOTALS		1,636.96 YTD INVOICED					1,878.01 YTD PAID		150.00
18926	CITTRIX BUILDING SERVICES									
	129003	02/12/26	0		146050	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	273.85
	INVOICE: 129003									
	VENDOR TOTALS		273.85 YTD INVOICED					273.85 YTD PAID		273.85
10352	DND FIRE PROTECTION									
	128842	02/05/26	0		146035	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	150.00
	INVOICE: 128842									
	VENDOR TOTALS		150.00 YTD INVOICED					150.00 YTD PAID		150.00
14600	EMILY PATTEE									
	128971	02/12/26	0		146040	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	50.00
	INVOICE: 128971									
	VENDOR TOTALS		50.00 YTD INVOICED					50.00 YTD PAID		50.00
19767	GLEASON PLUMBING, HEATING, AIR AND ELECTRIC									
	129005	02/12/26	0		146055	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	50.00
	INVOICE: 129005									
	VENDOR TOTALS		100.00 YTD INVOICED					100.00 YTD PAID		50.00
15295	HOME PRO RESTORATION									
	128970	02/12/26	0		146043	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	150.00
	INVOICE: 128970									
	VENDOR TOTALS		150.00 YTD INVOICED					150.00 YTD PAID		150.00
19822	JOHN SHUBIN									
	128960	02/12/26	0		146057	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	50.00
	INVOICE: 128960									
	VENDOR TOTALS		50.00 YTD INVOICED					50.00 YTD PAID		50.00
10588	KEELEY CONSTRUCTION									
	128826	01/30/26	0		146036	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	1,000.00
	INVOICE: 128826									
	VENDOR TOTALS		1,000.00 YTD INVOICED					1,000.00 YTD PAID		1,000.00
14496	KHALED ATUA									
	128866	02/09/26	0		146038	P	02/12/26	01 260498	COMPLETION BONDS PAYABLE	189.75
	INVOICE: 128866									

VILLAGE OF VERNON HILLS

PAID INVOICES REPORT

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		189.75 YTD INVOICED				189.75 YTD PAID			189.75
19309	MR ROOF & REMODELING COMPANY									
	128972	02/12/26	0		146052	P	02/12/26 01	260498	COMPLETION BONDS PAYABLE	320.80
	INVOICE: 128972									
	VENDOR TOTALS		763.20 YTD INVOICED				763.20 YTD PAID			320.80
19481	NARE INVESTMENTS LLC									
	128845	02/05/26	0		146053	P	02/12/26 01	260498	COMPLETION BONDS PAYABLE	500.00
	INVOICE: 128845									
	VENDOR TOTALS		500.00 YTD INVOICED				500.00 YTD PAID			500.00
19022	PACC BUILDING GROUP LLC									
	129009	02/12/26	0		146051	P	02/12/26 01	260498	COMPLETION BONDS PAYABLE	510.49
	INVOICE: 129009									
	VENDOR TOTALS		510.49 YTD INVOICED				510.49 YTD PAID			510.49
14497	POWER HOME REMODELING GROUP									
	128973	02/12/26	0		146039	P	02/12/26 01	260498	COMPLETION BONDS PAYABLE	432.10
	INVOICE: 128973									
	VENDOR TOTALS		432.10 YTD INVOICED				432.10 YTD PAID			432.10
19745	RUSLAN BOBKO									
	128998	02/12/26	0		146054	P	02/12/26 01	260498	COMPLETION BONDS PAYABLE	50.00
	INVOICE: 128998									
	VENDOR TOTALS		50.00 YTD INVOICED				50.00 YTD PAID			50.00
15065	SCHINDLER ELEVATOR CORPORATION									
	128841	02/05/26	0		146042	P	02/12/26 01	260498	COMPLETION BONDS PAYABLE	150.00
	INVOICE: 128841									
	VENDOR TOTALS		150.00 YTD INVOICED				150.00 YTD PAID			150.00
17447	VALLEY FIRE PROTECTION SYSTEMS									
	128825	01/30/26	0		146046	P	02/12/26 01	260498	COMPLETION BONDS PAYABLE	1,505.00
	INVOICE: 128825									
	VENDOR TOTALS		1,505.00 YTD INVOICED				1,505.00 YTD PAID			1,505.00
									REPORT TOTALS	7,087.65

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	27	7,087.65

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
4967	AEP ENERGY INC										
	128945	01/13/26			146096	P	02/12/26	0102040	520050	ELECTRIC POWER-STREET LIG	76.00
	INVOICE:	12/10-1/12/26 #8825									
	VENDOR TOTALS		54,773.36 YTD INVOICED						71,202.68 YTD PAID		76.00
1032	AFLAC										
	128861	02/01/26			2793	W	02/04/26	01	250567	DUE TO AFLAC	2,480.31
	INVOICE:	636029									
	VENDOR TOTALS		19,966.40 YTD INVOICED						19,966.40 YTD PAID		2,480.31
4278	AIRGAS INC										
	128902	02/01/26			24608	T	02/19/26	0102040	520150	EQUIPMENT RENTAL	2,180.15
	INVOICE:	5522630574									
	VENDOR TOTALS		2,391.19 YTD INVOICED						2,391.19 YTD PAID		2,180.15
5025	AMAZON CAPITAL SERVICES INC										
	128838	02/01/26		871	24614	T	02/19/26	0101001	530012	IT SUPPLIES & EQUIP	1,322.11
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0102040	530012	IT SUPPLIES & EQUIP	155.78
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0103030	530010	OFFICE SUPPLIES & EQUIP	419.30
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0103030	530012	IT SUPPLIES & EQUIP	674.30
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0103031	530170	CRIME PREVENTION SUPPLIES	102.96
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0103032	530041	INVESTIGATIVE SUPPLIES &	772.29
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0103032	530180	WEAPONS SUPPLIES	497.58
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0103032	530210	MEDICAL , SCIENTIFIC & LA	22.49
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0106046	530070	BLDG & GRNDS MAINT SUPPLI	19.70
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0106048	530070	BLDG & GROUNDS MAINT SUPP	19.70
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	0106049	530070	BLDG & GROUNDS MAINT SUPP	19.70
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	1430060	530070	BLDG & GROUNDS MAINT SUPP	19.70
	INVOICE:	1VG7-VWCP-377X									
	128838	02/01/26		871	24614	T	02/19/26	2103030	540025 PD123	2025 CHEVY TAHOE W/DRONE	28.85
	INVOICE:	1VG7-VWCP-377X									
	128843	02/01/26			24614	T	02/19/26	0104006	530012	IT SUPPLIES & EQUIP	-7.99
	INVOICE:	1DCY-J9YL-V34Q									
	128844	02/01/26		870	24614	T	02/19/26	0101001	530010	OFFICE SUPPLIES & EQUIP	19.18
	INVOICE:	1PL7-CRRC-QFCQ									
	128844	02/01/26		870	24614	T	02/19/26	0101001	530011	FOOD & OTHER SUPPLIES	149.94
	INVOICE:	1PL7-CRRC-QFCQ									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	128844	02/01/26		870	24614	T	02/19/26	0104006 530010	OFFICE SUPPLIES & EQUIP	217.10
	INVOICE: 1PL7-CRRC-QFCQ									
	128844	02/01/26		870	24614	T	02/19/26	0104006 530011	FOOD & OTHER SUPPLIES	149.99
	INVOICE: 1PL7-CRRC-QFCQ									
	128850	02/01/26			24614	T	02/19/26	0103031 500142	UNIFORM ALLOWANCE	-41.60
	INVOICE: 1VG7-VWCP-11LJ									
	128851	02/01/26		880	24614	T	02/19/26	0103031 500142	UNIFORM ALLOWANCE	46.24
	INVOICE: 1L7F-GMC3-DYCW									
	128851	02/01/26		880	24614	T	02/19/26	0103032 500142	UNIFORM ALLOWANCE	729.23
	INVOICE: 1L7F-GMC3-DYCW									
	128851	02/01/26		880	24614	T	02/19/26	0803038 530050	OPERATING SUPPLIES & EQUI	211.88
	INVOICE: 1L7F-GMC3-DYCW									
	128855	02/01/26		879	24614	T	02/19/26	0103030 530010	OFFICE SUPPLIES & EQUIP	163.73
	INVOICE: 14Q1-3TKY-1Q9J									
	VENDOR TOTALS		72,262.71 YTD INVOICED					84,713.44 YTD PAID		5,712.16
4022	AMERICAN TAXI DISPATCH INC									
	128975	02/01/26			146081	P	02/12/26	0101001 520761	SENIOR CITIZEN TRANSPORTA	712.00
	INVOICE: JAN 26 SENIOR TAXI									
	VENDOR TOTALS		8,488.00 YTD INVOICED					10,808.00 YTD PAID		712.00
4150	AMERIGAS PROPANE LP									
	128918	01/21/26			146083	P	02/12/26	0102040 520150	EQUIPMENT RENTAL	56.62
	INVOICE: 3185952178									
	VENDOR TOTALS		615.32 YTD INVOICED					668.41 YTD PAID		56.62
4097	AMERITEX									
	128849	01/13/26		877	146082	P	02/12/26	0103032 500142	UNIFORM ALLOWANCE	9.00
	INVOICE: 237438									
	VENDOR TOTALS		769.16 YTD INVOICED					934.27 YTD PAID		9.00
3687	APC STORES INC									
	129001	01/30/26			146080	P	02/12/26	0105044 520340	LRG EQUIP MAINT & REPAIR-	59.52
	INVOICE: 437-513246									
	129002	01/20/26			146080	P	02/12/26	0105043 520340	VEHICLE MAINT & REPAIR-PW	34.15
	INVOICE: 437-512813									
	129004	01/21/26			146080	P	02/12/26	0105042 520340	VEHICLE MAINT & REPAIR-PD	12.89
	INVOICE: 437-512892									
	VENDOR TOTALS		4,065.08 YTD INVOICED					4,279.82 YTD PAID		106.56
3368	ASPEN LANDSCAPES INC									
	128894	01/26/26			24601	T	02/19/26	0102040 520630	STREET MAINT SERVICES	260.00
	INVOICE: 16540									
	128895	02/02/26			24601	T	02/19/26	0102040 520630	STREET MAINT SERVICES	260.00
	INVOICE: 16565									

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	VENDOR TOTALS		1,868.00 YTD INVOICED				2,329.59 YTD PAID			520.00
5213	AUTO ELECTRIK LLC									
	128900	02/04/26			146101	P	02/12/26 0105042	520340	VEHICLE MAINT & REPAIR-PD	165.00
	INVOICE: 7192									
	VENDOR TOTALS		330.00 YTD INVOICED				330.00 YTD PAID			165.00
1175	AVALON PETROLEUM COMPANY									
	128963	01/13/26		247	146060	P	02/12/26 0102040	530140	FUEL & LUBRICATION	12,902.40
	INVOICE: 11028									
	128965	01/13/26		247	146060	P	02/12/26 0102040	530140	FUEL & LUBRICATION	3,911.40
	INVOICE: 42046									
	VENDOR TOTALS		169,291.23 YTD INVOICED				169,291.23 YTD PAID			16,813.80
3291	BANK OF NEW YORK MELLON									
	128992	04/03/25			24600	T	02/19/26 1134006	570325	FISCAL AGENT FEES	825.00
	INVOICE: 252-25-0015478									
	VENDOR TOTALS		1,910,356.25 YTD INVOICED				1,911,961.25 YTD PAID			825.00
5016	BCPE ULYSSES BUYERCO, INC									
	128879	01/19/26			146098	P	02/12/26 0106047	530070	BLDG & GROUNDS MAINT SUPP	342.49
	INVOICE: 6148924-005									
	VENDOR TOTALS		342.49 YTD INVOICED				342.49 YTD PAID			342.49
5256	BEC ENTERPRISES LLC									
	128897	01/30/26			146103	P	02/12/26 0105044	520340	LRG EQUIP MAINT & REPAIR-	2,089.70
	INVOICE: INV40005									
	VENDOR TOTALS		3,300.62 YTD INVOICED				3,300.62 YTD PAID			2,089.70
1361	DEROSE TIRE & AUTOMOTIVE INC									
	128910	01/28/26			146066	P	02/12/26 0105043	520340	VEHICLE MAINT & REPAIR-PW	746.80
	INVOICE: 441936									
	VENDOR TOTALS		8,235.60 YTD INVOICED				8,829.60 YTD PAID			746.80
5095	BLUE TO GOLD LLC									
	128870	02/03/26		894	146099	P	02/12/26 0103030	520420	TRAINING & CONFERENCES	395.00
	INVOICE: B2G-SEI-182809									
	VENDOR TOTALS		890.00 YTD INVOICED				890.00 YTD PAID			395.00
4574	BRIGHTVIEW ACQUISITION HOLDINGS INC									
	128893	02/01/26			146086	P	02/12/26 0102040	520630	STREET MAINT SERVICES	2,077.64
	INVOICE: 9651762									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	90,308.56 YTD INVOICED			101,452.56 YTD PAID					2,077.64
4947	BROTHERS ASPHALT PAVING INC									
	128878	01/21/26		26	146095	P	02/12/26	0218151	550055 RE001 ROAD REHABILITATION	299,094.83
	INVOICE: 35267									
	VENDOR TOTALS	1,410,085.52 YTD INVOICED			1,410,085.52 YTD PAID					299,094.83
4909	CABCONNECT									
	128947	02/01/26			146094	P	02/12/26	0101001	520761 SENIOR CITIZEN TRANSPORTA	90.95
	INVOICE: 15158									
	VENDOR TOTALS	885.40 YTD INVOICED			984.75 YTD PAID					90.95
4098	CHICAGO PARTS & SOUND ENTERPRISES LLC									
	128885	01/29/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	37.31
	INVOICE: 41V0080264									
	128886	01/28/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	272.25
	INVOICE: 40V0099181									
	128887	02/01/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	-22.00
	INVOICE: 40C0021232									
	128888	02/04/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	-261.05
	INVOICE: 40C0021527									
	128898	02/05/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	206.61
	INVOICE: 42V0020220									
	128907	01/28/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	126.10
	INVOICE: 40V0099282									
	128911	01/27/26			24605	T	02/19/26	0105043	520340 VEHICLE MAINT & REPAIR-PW	20.66
	INVOICE: 40V0098846									
	128915	01/21/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	19.20
	INVOICE: 42V0019389									
	128916	01/22/26			24605	T	02/19/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	91.09
	INVOICE: 40V0097592									
	128917	01/21/26			24605	T	02/19/26	0105043	520340 VEHICLE MAINT & REPAIR-PW	78.70
	INVOICE: 40V0096987									
	VENDOR TOTALS	10,908.19 YTD INVOICED			11,312.40 YTD PAID					568.87
3152	CITY BEVERAGE MARKHAM LLC									
	129010	01/27/26			2796	W	01/29/26	1430060	590184 COST OF LIQUOR SOLD	512.00
	INVOICE: 506334									
	129011	01/27/26			2796	W	01/29/26	1430060	590184 COST OF LIQUOR SOLD	139.90
	INVOICE: 506333									
	VENDOR TOTALS	2,272.70 YTD INVOICED			2,272.70 YTD PAID					651.90
3692	IMAGING ESSENTIALS INC									
	128828	01/30/26			24604	T	02/19/26	0102040	520210 MAINT/LEASE CONTRACT-IT E	846.96
	INVOICE: CONTINV015522									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	1,693.96 YTD INVOICED			1,693.96 YTD PAID						846.96
1108	COMMONWEALTH EDISON COMPANY										
	128956	02/03/26		895	146058	P	02/12/26	1430060	520050	ELECTRIC POWER	2,519.28
	INVOICE:	1/6-2/3/26 #6102									
	VENDOR TOTALS	87,003.61 YTD INVOICED			100,819.73 YTD PAID						2,519.28
2713	COUNTRYSIDE FIRE PROTECTION DIST										
	128980	02/03/26			24599	T	02/19/26	06	260851	DUE TO FIRE PROTECTION DI	260.00
	INVOICE:	5996									
	128981	01/12/26			24599	T	02/19/26	06	260851	DUE TO FIRE PROTECTION DI	300.00
	INVOICE:	5978									
	128982	01/30/26			24599	T	02/19/26	06	260851	DUE TO FIRE PROTECTION DI	392.00
	INVOICE:	5994									
	128983	01/30/26			24599	T	02/19/26	06	260851	DUE TO FIRE PROTECTION DI	200.00
	INVOICE:	5992									
	128984	09/08/25			24599	T	02/19/26	06	260851	DUE TO FIRE PROTECTION DI	300.00
	INVOICE:	5919									
	128985	01/28/26			24599	T	02/19/26	06	260851	DUE TO FIRE PROTECTION DI	263.00
	INVOICE:	5990									
	128986	01/27/26			24599	T	02/19/26	06	260851	DUE TO FIRE PROTECTION DI	250.00
	INVOICE:	5987									
	VENDOR TOTALS	37,340.98 YTD INVOICED			121,821.40 YTD PAID						1,965.00
4889	DAVID GRIFFITH										
	128862	02/09/26			24612	T	02/19/26	0104006	520405	DUES & MEMBERSHIPS	129.00
	INVOICE:	REIMB 2/9/26									
	128862	02/09/26			24612	T	02/19/26	0104006	520420	TRAINING & CONFERENCES	255.00
	INVOICE:	REIMB 2/9/26									
	VENDOR TOTALS	909.00 YTD INVOICED			939.00 YTD PAID						384.00
5290	DLS COMPUTER SERVICES INC										
	128952	02/10/26			146104	P	02/12/26	0101001	520100	PHONE/INTERNET/CABLE	34.55
	INVOICE:	1664912									
	128952	02/10/26			146104	P	02/12/26	0102040	520100	PHONE/INTERNET/CABLE	120.98
	INVOICE:	1664912									
	128952	02/10/26			146104	P	02/12/26	0103030	520100	PHONE/INTERNET/CABLE	334.05
	INVOICE:	1664912									
	128952	02/10/26			146104	P	02/12/26	0104006	520100	PHONE/INTERNET/CABLE	40.33
	INVOICE:	1664912									
	128953	02/10/26			146104	P	02/12/26	0101001	520100	PHONE/INTERNET/CABLE	30.82
	INVOICE:	1664914									
	128953	02/10/26			146104	P	02/12/26	0102040	520100	PHONE/INTERNET/CABLE	107.91
	INVOICE:	1664914									
	128953	02/10/26			146104	P	02/12/26	0103030	520100	PHONE/INTERNET/CABLE	297.95
	INVOICE:	1664914									
	128953	02/10/26			146104	P	02/12/26	0104006	520100	PHONE/INTERNET/CABLE	35.97

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: 1664914									
	128954	02/07/26			146104	P	02/12/26	0101001 520100	PHONE/INTERNET/CABLE	15.48
	INVOICE: 1664819									
	128954	02/07/26			146104	P	02/12/26	0102040 520100	PHONE/INTERNET/CABLE	54.20
	INVOICE: 1664819									
	128954	02/07/26			146104	P	02/12/26	0103030 520100	PHONE/INTERNET/CABLE	149.67
	INVOICE: 1664819									
	128954	02/07/26			146104	P	02/12/26	0104006 520100	PHONE/INTERNET/CABLE	18.07
	INVOICE: 1664819									
	128955	02/07/26			146104	P	02/12/26	0101001 520100	PHONE/INTERNET/CABLE	15.48
	INVOICE: 1664818									
	128955	02/07/26			146104	P	02/12/26	0102040 520100	PHONE/INTERNET/CABLE	54.20
	INVOICE: 1664818									
	128955	02/07/26			146104	P	02/12/26	0103030 520100	PHONE/INTERNET/CABLE	149.67
	INVOICE: 1664818									
	128955	02/07/26			146104	P	02/12/26	0104006 520100	PHONE/INTERNET/CABLE	18.07
	INVOICE: 1664818									
	VENDOR TOTALS		14,214.53 YTD INVOICED					16,482.69 YTD PAID		1,477.40
1359	EL-COR INDUSTRIES INC									
	128921	01/20/26			146065	P	02/12/26	0105117 530060	VEHICLE & EQP MTNC SUPPLI	705.48
	INVOICE: 284658									
	128937	02/04/26			146065	P	02/12/26	0106046 530070	BLDG & GRNDS MAINT SUPPLI	204.99
	INVOICE: 284837									
	VENDOR TOTALS		6,292.60 YTD INVOICED					8,386.31 YTD PAID		910.47
4774	ELLIOTT AUTO SUPPLY CO INC									
	128908	01/28/26			146090	P	02/12/26	0102040 530140	FUEL & LUBRICATION	85.20
	INVOICE: 162-225430									
	128909	01/28/26			146090	P	02/12/26	0105042 520340	VEHICLE MAINT & REPAIR-PD	85.40
	INVOICE: 162-225431									
	128928	08/06/24			146090	P	02/12/26	0105043 520340	VEHICLE MAINT & REPAIR-PW	99.60
	INVOICE: 162-184784									
	VENDOR TOTALS		1,167.38 YTD INVOICED					1,679.78 YTD PAID		270.20
4812	ERIC J HEDMAN									
	128875	02/08/26		886	146091	P	02/12/26	01 130475	PREPAID EXPENSES	1,050.00
	INVOICE: 26-201									
	VENDOR TOTALS		1,050.00 YTD INVOICED					1,050.00 YTD PAID		1,050.00
1636	EYEBOX IMAGERY INC									
	128836	02/03/26			146071	P	02/12/26	0101001 530010	OFFICE SUPPLIES & EQUIP	55.00
	INVOICE: 121-55310									
	128946	02/04/26			146071	P	02/12/26	0101001 520710	PUBLIC NOTICE & PROMOTION	55.00
	INVOICE: 121-55324									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		5,948.53 YTD INVOICED		6,346.96 YTD PAID					110.00
5225	FGM ARCHITECTS INC									
	129012	02/10/26		896	146102	P	02/12/26	0218150	550075 25012 POLICE CAMPUS IMPROVEMENT	68,883.80
	INVOICE: 26-4465.01-2									
	VENDOR TOTALS		70,003.80 YTD INVOICED		75,603.80 YTD PAID					68,883.80
5099	FORCE AMERICA DISTRIBUTING LLC									
	128905	01/29/26			24617	T	02/19/26	0105043	520340 VEHICLE MAINT & REPAIR-PW	448.04
	INVOICE: IN001-2132139									
	128919	01/21/26			24617	T	02/19/26	0105043	520340 VEHICLE MAINT & REPAIR-PW	261.73
	INVOICE: IN001-2129834									
	VENDOR TOTALS		709.77 YTD INVOICED		709.77 YTD PAID					709.77
1114	GALLS LLC									
	128839	12/21/25		869	146059	P	02/12/26	0103032	530180 WEAPONS SUPPLIES	162.89
	INVOICE: 33549718									
	128857	01/24/26		864	146059	P	02/12/26	0103032	500142 UNIFORM ALLOWANCE	69.25
	INVOICE: 33858104									
	VENDOR TOTALS		3,139.82 YTD INVOICED		3,139.82 YTD PAID					232.14
5348	GENUINE PARTS COMPANY INC									
	128899	02/05/26			146105	P	02/12/26	0105042	520340 VEHICLE MAINT & REPAIR-PD	167.96
	INVOICE: 20454									
	128912	01/27/26			146105	P	02/12/26	0105043	520340 VEHICLE MAINT & REPAIR-PW	23.98
	INVOICE: 19267									
	128913	01/27/26			146105	P	02/12/26	0105043	520340 VEHICLE MAINT & REPAIR-PW	24.98
	INVOICE: 19268									
	VENDOR TOTALS		1,968.93 YTD INVOICED		1,968.93 YTD PAID					216.92
2486	GEWALT HAMILTON ASSOCIATES INC									
	128829	11/20/25		868	24598	T	02/19/26	0102040	520522 GIS SERVICES	3,950.00
	INVOICE: 6113.001-6									
	128830	01/16/26		868	24598	T	02/19/26	0102040	520522 GIS SERVICES	3,950.00
	INVOICE: 6113.001-8									
	VENDOR TOTALS		31,600.00 YTD INVOICED		41,250.00 YTD PAID					7,900.00
1400	GLMV CHAMBER OF COMMERCE & INDUSTRY									
	128969	02/11/26		899	146067	P	02/12/26	0101001	520420 TRAINING & CONFERENCES	260.00
	INVOICE: 258128									
	VENDOR TOTALS		1,315.00 YTD INVOICED		1,315.00 YTD PAID					260.00
5339	GLOBAL PAYMENTS									
	128852	01/31/26			2792	W	02/02/26	0101001	520590 BANKING SERVICE FEES	305.14

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	INVOICE: CC FEES 1/31/26									
	VENDOR TOTALS		3,537.32 YTD INVOICED					3,537.32 YTD PAID		305.14
4711	GLOCK PROFESSIONAL INC									
	128874	02/09/26		893	146088	P	02/12/26	0103030 520420	TRAINING & CONFERENCES	300.00
	INVOICE: TRP/100224292									
	VENDOR TOTALS		600.00 YTD INVOICED					600.00 YTD PAID		300.00
4740	GOLD SHIELD DETECTIVE AGENCY INC									
	128868	01/24/26		884	146089	P	02/12/26	0103030 520850	FIRE & POLICE COMMISSION	1,189.60
	INVOICE: 2513									
	128869	01/28/26		884	146089	P	02/12/26	0103030 520850	FIRE & POLICE COMMISSION	1,223.50
	INVOICE: 2516									
	VENDOR TOTALS		2,413.10 YTD INVOICED					2,413.10 YTD PAID		2,413.10
5301	GREATAMERICA FINANCIAL SERVICES CORPORATION									
	128834	01/23/26			24621	T	02/19/26	0101001 520320	SOFTWARE LICENSE/SUBSCRIP	67.33
	INVOICE: 41102931									
	128834	01/23/26			24621	T	02/19/26	0103030 520320	SOFTWARE LICENSE/SUBSCRIP	67.34
	INVOICE: 41102931									
	VENDOR TOTALS		1,071.47 YTD INVOICED					1,188.57 YTD PAID		134.67
2756	GROWER EQUIPMENT & SUPPLY CO.									
	128950	01/22/26			146077	P	02/12/26	1430060 530070	BLDG & GROUNDS MAINT SUPP	144.00
	INVOICE: 55081									
	VENDOR TOTALS		508.63 YTD INVOICED					557.31 YTD PAID		144.00
3667	HAVEY COMMUNICATIONS INC									
	128904	02/02/26			24603	T	02/19/26	0105042 520340	VEHICLE MAINT & REPAIR-PD	36.90
	INVOICE: 15051									
	128923	01/05/26			24603	T	02/19/26	0105042 520340	VEHICLE MAINT & REPAIR-PD	565.00
	INVOICE: 15002									
	128927	12/19/25			24603	T	02/19/26	0105042 520340	VEHICLE MAINT & REPAIR-PD	109.00
	INVOICE: 14211B									
	VENDOR TOTALS		79,038.30 YTD INVOICED					81,384.30 YTD PAID		710.90
4458	HAWTHORN LP									
	128858	02/04/26		881	146084	P	02/12/26	0109109 570200	SALES TAX REBATE	10,224.52
	INVOICE: NOV'24-OCT'25									
	VENDOR TOTALS		10,224.52 YTD INVOICED					10,224.52 YTD PAID		10,224.52
1553	THE HOME DEPOT									
	128833	01/15/26			146070	P	02/12/26	0104006 530050	OPERATING SUPPLIES & EQUI	27.56
	INVOICE: 1622925									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS	17,573.56 YTD INVOICED			22,048.16 YTD PAID					27.56
1010	ILLINOIS MUNICIPAL RETIREMENT FUND									
	128925	01/31/26		897	2795	W	02/12/26 01	250540	IMRF PAYABLE	75,428.80
	INVOICE: 4630577-D8R2									
	128925	01/31/26		897	2795	W	02/12/26 01	250559	VOLUNTARY IMRF PAYABLE	15,464.41
	INVOICE: 4630577-D8R2									
	128926	01/31/26		897	2795	W	02/12/26 01	250540	IMRF PAYABLE	10,217.52
	INVOICE: 4647925-R8X4									
	VENDOR TOTALS	657,034.47 YTD INVOICED			721,962.58 YTD PAID					101,110.73
4991	ILT VIGNOCCHI INC									
	128930	01/25/26			146097	P	02/12/26 0102040	520630	STREET MAINT SERVICES	90.00
	INVOICE: 5141045									
	128931	01/25/26			146097	P	02/12/26 0102040	520630	STREET MAINT SERVICES	400.00
	INVOICE: 5141046									
	VENDOR TOTALS	3,078.50 YTD INVOICED			3,078.50 YTD PAID					490.00
5364	IPBC INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 01	250550	INSURANCE PAYABLE	34,476.18
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 01	250556	VOL SUPPLEMENTAL LIFE	847.97
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 01	250701	RETIREE PREMIUMS PAYABLE	33,335.80
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0101001	510080	HEALTH INSURANCE	8,520.61
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0101001	510081	DENTAL INSURANCE	455.36
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0101001	510082	VISION INSURANCE	43.28
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0101001	510083	LIFE INSURANCE	105.00
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0101001	520599	OTHER SERVICES	32.78
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0102040	510080	HEALTH INSURANCE	29,011.58
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0102040	510081	DENTAL INSURANCE	1,644.11
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0102040	510082	VISION INSURANCE	153.65
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0102040	510083	LIFE INSURANCE	285.85
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0103031	510080	HEALTH INSURANCE	22,309.04
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0103031	510081	DENTAL INSURANCE	1,263.22
	INVOICE: JAN 2026 INSURANCE									
	128924	01/01/26		898	2794	W	01/02/26 0103031	510082	VISION INSURANCE	109.25

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VENDOR NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0103031 510083	LIFE INSURANCE	155.87
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0103032 510080	HEALTH INSURANCE	79,041.65
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0103032 510081	DENTAL INSURANCE	4,165.00
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0103032 510082	VISION INSURANCE	388.95
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0103032 510083	LIFE INSURANCE	805.26
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0104006 510080	HEALTH INSURANCE	14,038.19
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0104006 510081	DENTAL INSURANCE	742.72
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0104006 510082	VISION INSURANCE	69.54
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0104006 510083	LIFE INSURANCE	117.85
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0105117 510080	HEALTH INSURANCE	5,972.48
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0105117 510081	DENTAL INSURANCE	274.28
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0105117 510082	VISION INSURANCE	30.32
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0105117 510083	LIFE INSURANCE	52.50
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0109109 510080	HEALTH INSURANCE	7,233.44
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0109109 510081	DENTAL INSURANCE	28.31
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0931085 510080	HEALTH INSURANCE	80.47
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0931085 510081	DENTAL INSURANCE	4.20
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0931085 510082	VISION INSURANCE	.30
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	0931085 510083	LIFE INSURANCE	.51
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	1430060 510080	HEALTH INSURANCE	348.16
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	1430060 510081	DENTAL INSURANCE	20.65
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	1430060 510082	VISION INSURANCE	1.42
INVOICE: JAN 2026 INSURANCE									
128924	01/01/26		898	2794	W	01/02/26	1430060 510083	LIFE INSURANCE	2.69
INVOICE: JAN 2026 INSURANCE									
VENDOR TOTALS	503,829.50 YTD INVOICED							503,829.50 YTD PAID	246,168.44
8853 JAMES MARTIN ASSOCIATES INC									

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	129013	01/26/26		677	146108	P	02/12/26	0102040	520630	STREET MAINT SERVICES	11,087.00
	INVOICE: 140386										
	129014	02/01/26		677	146108	P	02/12/26	0931085	520630	STREET MAINT SERVICES	5,513.20
	INVOICE: 140907										
	VENDOR TOTALS		80,980.20 YTD INVOICED						80,980.20 YTD PAID		16,600.20
4868	JASON POBLOCKI										
	128949	02/10/26			146092	P	02/12/26	1430060	590182	COST OF FOOD SOLD	24.65
	INVOICE: REIMB 2/10/26										
	VENDOR TOTALS		796.96 YTD INVOICED						796.96 YTD PAID		24.65
1805	JULIE INC										
	128873	01/06/26		887	146073	P	02/12/26	0102040	520406	ORGANIZATIONAL MEMBERSHIP	3,877.50
	INVOICE: 2026-1872										
	VENDOR TOTALS		3,877.50 YTD INVOICED						3,877.50 YTD PAID		3,877.50
1119	KEMPER SPORTS MANAGEMENT INC										
	128827	01/29/26		867	24591	T	02/19/26	1430060	520505	OUTSOURCED STAFFING	7,760.65
	INVOICE: 02D060129										
	128863	01/31/26			24591	T	02/19/26	1430060	520505	OUTSOURCED STAFFING	123.87
	INVOICE: 02D02601										
	128948	02/10/26			24591	T	02/19/26	1430060	520599	OTHER SERVICES	1.50
	INVOICE: 93170										
	VENDOR TOTALS		360,069.09 YTD INVOICED						384,162.86 YTD PAID		7,886.02
4103	KLEIN THORPE AND JENKINS LTD										
	128847	01/28/26		878	24606	T	02/19/26	0109109	520510	LEGAL SERVICES	18,712.66
	INVOICE: DECEMBER 2025										
	128847	01/28/26		878	24606	T	02/19/26	1134006	520510	LEGAL SERVICES	3,653.30
	INVOICE: DECEMBER 2025										
	128847	01/28/26		878	24606	T	02/19/26	2434006	520510	LEGAL SERVICES	367.50
	INVOICE: DECEMBER 2025										
	VENDOR TOTALS		152,395.43 YTD INVOICED						186,282.74 YTD PAID		22,733.46
2921	KLOSS DISTRIBUTING COMPANY										
	128747	01/09/26			2791	W	01/13/26	1430060	590184	COST OF LIQUOR SOLD	67.50
	INVOICE: 6074252										
	VENDOR TOTALS		20,137.36 YTD INVOICED						20,137.36 YTD PAID		67.50
5351	LAKE CONSOLIDATED EMERGENCY COMMUNICATIONS										
	128859	01/01/26		882	24622	T	02/19/26	0103030	520545	LAKECOM DISPATCH	169,287.75
	INVOICE: 650062										
	VENDOR TOTALS		338,575.50 YTD INVOICED						338,575.50 YTD PAID		169,287.75

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VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
18327	LAURA MILLER										
	128977	01/30/26			146110	P	02/12/26	0101001	520599	OTHER SERVICES	525.00
	INVOICE: SKUNK 1/30/26										
	VENDOR TOTALS		525.00 YTD INVOICED						525.00 YTD PAID		525.00
1544	LAUTERBACH & AMEN LLP										
	128848	02/02/26		876	24596	T	02/19/26	0101001	520511	FINANCIAL SERVICES	28,875.00
	INVOICE: 114234										
	VENDOR TOTALS		259,875.00 YTD INVOICED						287,943.00 YTD PAID		28,875.00
1333	LAWSON PRODUCTS INC										
	128891	01/22/26			146064	P	02/12/26	0106049	530070	BLDG & GROUNDS MAINT SUPP	258.52
	INVOICE: 9313154705										
	128920	01/21/26			146064	P	02/12/26	0105117	530060	VEHICLE & EQP MTNC SUPPLI	732.16
	INVOICE: 9313150738										
	128933	01/26/26			146064	P	02/12/26	0106048	530070	BLDG & GROUNDS MAINT SUPP	48.21
	INVOICE: 9313162986										
	128934	01/27/26			146064	P	02/12/26	0106046	530070	BLDG & GRNDS MAINT SUPPLI	178.78
	INVOICE: 9313166554										
	VENDOR TOTALS		8,348.41 YTD INVOICED						10,157.20 YTD PAID		1,217.67
2971	LIBERTYVILLE CHEVROLET										
	128901	01/23/26			146078	P	02/12/26	0105042	520340	VEHICLE MAINT & REPAIR-PD	357.44
	INVOICE: 301690										
	129006	01/29/26			146078	P	02/12/26	0105042	520340	VEHICLE MAINT & REPAIR-PD	1,925.11
	INVOICE: 985066										
	129007	02/03/26			146078	P	02/12/26	0105042	520340	VEHICLE MAINT & REPAIR-PD	-150.00
	INVOICE: CM985066										
	VENDOR TOTALS		5,038.74 YTD INVOICED						5,397.50 YTD PAID		2,132.55
1178	LIBERTYVILLE LINCOLN SALES INC										
	128883	01/26/26			146061	P	02/12/26	0105042	520340	VEHICLE MAINT & REPAIR-PD	176.58
	INVOICE: 5147405										
	128884	01/16/26			146061	P	02/12/26	0105041	520340	VEHICLE MAINT & REPAIR-AD	-32.26
	INVOICE: 5147241										
	VENDOR TOTALS		8,206.76 YTD INVOICED						8,931.98 YTD PAID		144.32
2733	LINCOLNSHIRE-RIVERWOODS FPD										
	128987	10/13/25			146076	P	02/12/26	06	260851	DUE TO FIRE PROTECTION DI	416.00
	INVOICE: 12025										
	VENDOR TOTALS		8,339.50 YTD INVOICED						10,591.50 YTD PAID		416.00
1836	MCMASTER-CARR SUPPLY COMPANY										
	128903	02/02/26			146074	P	02/12/26	0105117	530060	VEHICLE & EQP MTNC SUPPLI	29.58
	INVOICE: 59106024										

PAID INVOICES REPORT

WARRANT: A260217 TO FISCAL 2026/10 05/01/2025 TO 04/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	128914	01/26/26			146074	P	02/12/26	0105043 520340	VEHICLE MAINT & REPAIR-PW	174.87
	INVOICE: 58731663									
	128922	01/20/26			146074	P	02/12/26	0105117 530060	VEHICLE & EQP MTNC SUPPLI	29.20
	INVOICE: 58440546									
	VENDOR TOTALS		2,006.73	YTD INVOICED				2,217.82	YTD PAID	233.65
5219	MEADE, INC									
	128936	01/30/26			24620	T	02/19/26	0102040 520090	TRAFFIC SIGNAL MAINT	1,035.25
	INVOICE: 715734									
	VENDOR TOTALS		12,668.78	YTD INVOICED				13,672.93	YTD PAID	1,035.25
1347	MENARD INC									
	128880	02/02/26			24595	T	02/19/26	0105043 520340	VEHICLE MAINT & REPAIR-PW	21.59
	INVOICE: 44991									
	128881	02/04/26			24595	T	02/19/26	0102040 530090	STREET MAINT SUPPLIES	11.98
	INVOICE: 45069									
	128882	02/04/26			24595	T	02/19/26	0102040 530050	OPERATING SUPPLIES & EQUI	94.98
	INVOICE: 45070									
	VENDOR TOTALS		1,849.59	YTD INVOICED				1,849.59	YTD PAID	128.55
4475	MORTON SALT INC									
	128957	01/26/26		818	146085	P	02/12/26	0102040 530095	SNOW REMOVAL SUPPLIES	12,585.31
	INVOICE: 5404010356									
	128959	01/27/26		818	146085	P	02/12/26	0102040 530095	SNOW REMOVAL SUPPLIES	16,734.35
	INVOICE: 5404012832									
	128961	01/28/26		818	146085	P	02/12/26	0102040 530095	SNOW REMOVAL SUPPLIES	6,371.55
	INVOICE: 5404016105									
	VENDOR TOTALS		92,978.16	YTD INVOICED				92,978.16	YTD PAID	35,691.21
1163	MOTOROLA INC									
	128856	02/01/26		254	24592	T	02/19/26	0103030 520106	RADIO SERVICE	2,783.00
	INVOICE: 10047320260102									
	VENDOR TOTALS		37,317.26	YTD INVOICED				37,317.26	YTD PAID	2,783.00
4288	MY BEER GUY									
	128951	02/03/26			24609	T	02/19/26	1430060 520330	EQUIP REPAIR & MAINT	30.00
	INVOICE: 104360									
	VENDOR TOTALS		739.00	YTD INVOICED				769.00	YTD PAID	30.00
3235	NATIONAL ASSOC OF TOWN WATCH									
	128871	01/07/26		891	146079	P	02/12/26	0103030 520405	DUES & MEMBERSHIPS	35.00
	INVOICE: 27475									
	VENDOR TOTALS		593.60	YTD INVOICED				1,004.60	YTD PAID	35.00

PAID INVOICES REPORT

WARRANT: A260217 TO FISCAL 2026/10 05/01/2025 TO 04/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
4681	NEUCO INC									
	128889	01/29/26			24611	T	02/19/26	0106094	530070 BLDG & GROUNDS MAINT SUPP	269.16
	INVOICE: 9456275									
	128935	02/05/26			24611	T	02/19/26	0106048	530070 BLDG & GROUNDS MAINT SUPP	365.45
	INVOICE: 9482821									
	VENDOR TOTALS		2,630.54 YTD INVOICED						2,630.54 YTD PAID	634.61
5369	NORTHCAPE INTERNATIONAL LLC									
	128999	10/29/25		873	146107	P	02/12/26	1430060	550076 26022 PATIO FURNITURE	600.00
	INVOICE: 796341									
	129000	10/01/25		873	146107	P	02/12/26	1430060	550076 26022 PATIO FURNITURE	6,288.80
	INVOICE: 794904									
	VENDOR TOTALS		6,888.80 YTD INVOICED						6,888.80 YTD PAID	6,888.80
5090	DOW JONES & COMPANY INC									
	128906	01/29/26			24615	T	02/19/26	0102040	530140 FUEL & LUBRICATION	39.90
	INVOICE: 557629									
	VENDOR TOTALS		379.05 YTD INVOICED						418.95 YTD PAID	39.90
1685	ORPHANS OF THE STORM									
	128853	02/02/26		92	146072	P	02/12/26	0103032	530190 ANIMAL MATERIALS & SUPPLI	150.00
	INVOICE: JANUARY 2026									
	VENDOR TOTALS		2,100.00 YTD INVOICED						2,100.00 YTD PAID	150.00
5023	OVERHEAD DOOR SOLUTIONS INC									
	128892	01/29/26			24613	T	02/19/26	0106094	520600 BLDG & GRNDS MAINT SERVIC	1,985.00
	INVOICE: 110211760									
	VENDOR TOTALS		75,390.00 YTD INVOICED						77,220.00 YTD PAID	1,985.00
1520	PADDOCK PUBLICATIONS									
	128943	01/26/26			146069	P	02/12/26	0101001	520710 PUBLIC NOTICE & PROMOTION	96.60
	INVOICE: 365928									
	128978	02/02/26			146069	P	02/12/26	0101001	520710 PUBLIC NOTICE & PROMOTION	154.10
	INVOICE: 367129									
	128979	01/12/26			146069	P	02/12/26	0101001	520710 PUBLIC NOTICE & PROMOTION	236.90
	INVOICE: 365052									
	VENDOR TOTALS		6,486.70 YTD INVOICED						6,834.00 YTD PAID	487.60
4615	POLICE LAW INSTITUTE INC									
	128872	04/01/26		885	24610	T	02/19/26	0103030	520420 TRAINING & CONFERENCES	4,180.00
	INVOICE: 15654									
	VENDOR TOTALS		4,180.00 YTD INVOICED						4,180.00 YTD PAID	4,180.00
5096	PROFESSIONAL DRY CLEANERS									

PAID INVOICES REPORT

WARRANT: A260217 TO FISCAL 2026/10 05/01/2025 TO 04/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	128854	02/02/26		87	24616	T	02/19/26	0103030	520599	OTHER SERVICES	402.70
	INVOICE: 154										
	VENDOR TOTALS		3,202.45	YTD INVOICED					3,891.90	YTD PAID	402.70
12881	RICHARD PIAGENTINI										
	128976	01/29/26			146109	P	02/12/26	0101001	520599	OTHER SERVICES	75.00
	INVOICE: SKUNK 1/29/26										
	VENDOR TOTALS		75.00	YTD INVOICED					75.00	YTD PAID	75.00
5127	RYAN, LLC										
	128991	02/05/26			24618	T	02/19/26	2434006	520599	OTHER SERVICES	362.50
	INVOICE: 831215										
	VENDOR TOTALS		6,670.00	YTD INVOICED					8,482.50	YTD PAID	362.50
5362	RYCO CONSTRUCTION COMPANY										
	128896	01/31/26			146106	P	02/12/26	0102040	520630	STREET MAINT SERVICES	248.00
	INVOICE: 100666										
	VENDOR TOTALS		1,682.00	YTD INVOICED					1,682.00	YTD PAID	248.00
4190	SERVICE SANITATION INC										
	128938	01/30/26			24607	T	02/19/26	0931085	520600	BLDG & GRNDS MAINT SERVIC	192.60
	INVOICE: 9273161										
	128939	01/30/26			24607	T	02/19/26	0106110	520600	BLDG & GRNDS MAINT SERVIC	609.90
	INVOICE: 9273160										
	128940	01/30/26			24607	T	02/19/26	0106081	520600	BLDG & GRNDS MAINT SERVIC	121.98
	INVOICE: 9273162										
	128941	01/30/26			24607	T	02/19/26	1430060	520150	EQUIPMENT RENTAL	192.60
	INVOICE: 9273453										
	VENDOR TOTALS		19,200.82	YTD INVOICED					20,440.85	YTD PAID	1,117.08
1294	SIRCHIE ACQUISITION LLC										
	128867	11/19/25		890	24594	T	02/19/26	0103032	530210	MEDICAL , SCIENTIFIC & LA	59.93
	INVOICE: 720003-IN										
	VENDOR TOTALS		480.79	YTD INVOICED					480.79	YTD PAID	59.93
5204	RJS UNITED										
	128840	01/26/26		872	24619	T	02/19/26	0103030	530020	PRINTING	58.50
	INVOICE: 115618										
	128846	02/03/26			24619	T	02/19/26	0101001	530020	PRINTING	126.00
	INVOICE: 115762										
	VENDOR TOTALS		2,382.00	YTD INVOICED					2,632.00	YTD PAID	184.50
1223	STEINER ELECTRIC COMPANY										
	128876	01/22/26		888	146063	P	02/12/26	0102040	530100	STREET LIGHTING SUPPLIES	5,214.00

PAID INVOICES REPORT

WARRANT: A260217 TO FISCAL 2026/10 05/01/2025 TO 04/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT		GL ACCOUNT DESCRIPTION	
	INVOICE: S007888792.003										
	128932	01/30/26			146063	P	02/12/26	0106048	530070	BLDG & GROUNDS MAINT SUPP	246.20
	INVOICE: S007900594.001										
	VENDOR TOTALS	328,749.47 YTD INVOICED						343,949.88 YTD PAID			5,460.20
3482	STORINO RAMELLO & DURKIN										
	128831	11/01/25			24602	T	02/19/26	0109109	520510	LEGAL SERVICES	230.00
	INVOICE: 94218										
	128832	11/01/25			24602	T	02/19/26	0109109	520510	LEGAL SERVICES	407.10
	INVOICE: 94196										
	VENDOR TOTALS	12,926.74 YTD INVOICED						15,128.18 YTD PAID			637.10
4893	SUBURBAN DISPATCH LLC										
	128860	02/02/26			146093	P	02/12/26	0101001	520761	SENIOR CITIZEN TRANSPORTA	224.00
	INVOICE: 80676										
	VENDOR TOTALS	1,280.00 YTD INVOICED						1,864.00 YTD PAID			224.00
2310	THOMPSON ELEVATOR INSPECTION SERVICE INC										
	128988	11/14/25			146075	P	02/12/26	0104006	520523	INSPECTIONS & PLAN REVIEW	400.00
	INVOICE: 25-2448										
	128989	01/28/26			146075	P	02/12/26	0104006	520523	INSPECTIONS & PLAN REVIEW	1,312.00
	INVOICE: 26-0226										
	128990	02/04/26			146075	P	02/12/26	0104006	520523	INSPECTIONS & PLAN REVIEW	82.00
	INVOICE: 26-0279										
	VENDOR TOTALS	8,752.00 YTD INVOICED						9,080.00 YTD PAID			1,794.00
5134	TKB ASSOCIATES, INC										
	128967	01/30/26		883	146100	P	02/12/26	0101001	520320	SOFTWARE LICENSE/SUBSCRIP	1,568.29
	INVOICE: 15935										
	128967	01/30/26		883	146100	P	02/12/26	0102040	520320	SOFTWARE LICENSE/SUBSCRIP	224.04
	INVOICE: 15935										
	128967	01/30/26		883	146100	P	02/12/26	0103030	520320	SOFTWARE LICENSE/SUBSCRIP	224.04
	INVOICE: 15935										
	128967	01/30/26		883	146100	P	02/12/26	0104006	520320	SOFTWARE LICENSE/SUBSCRIP	224.04
	INVOICE: 15935										
	VENDOR TOTALS	11,697.91 YTD INVOICED						11,697.91 YTD PAID			2,240.41
1187	TYLER TECHNOLOGIES INC										
	128865	01/21/26		875	24593	T	02/19/26	0218150	550095 26026	TYLER CASHIERING MODULE S	14,758.00
	INVOICE: 45-550922										
	VENDOR TOTALS	82,426.49 YTD INVOICED						100,068.49 YTD PAID			14,758.00
1216	VERMEER ILLINOIS INC										
	128929	02/06/26			146062	P	02/12/26	0102040	530050	OPERATING SUPPLIES & EQUI	143.96
	INVOICE: PP6606										

PAID INVOICES REPORT

WARRANT: A260217 TO FISCAL 2026/10 05/01/2025 TO 04/30/2026

VENDOR	NAME / DOCUMENT	INV DATE	VOUCHER	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
	VENDOR TOTALS		2,371.21	YTD INVOICED		100,170.21	YTD PAID			143.96
4596	WAREHOUSE DIRECT INC									
	128944	12/04/25			146087	P	02/12/26	0106046	530070 BLDG & GRNDS MAINT SUPPLI	592.85
	INVOICE: 6049377-0									
	128944	12/04/25			146087	P	02/12/26	0106048	530070 BLDG & GROUNDS MAINT SUPP	592.84
	INVOICE: 6049377-0									
	128944	12/04/25			146087	P	02/12/26	0106049	530070 BLDG & GROUNDS MAINT SUPP	592.85
	INVOICE: 6049377-0									
	VENDOR TOTALS		16,602.40	YTD INVOICED		30,174.14	YTD PAID			1,778.54
2293	WEST									
	128837	02/01/26		91	24597	T	02/19/26	0103030	520320 SOFTWARE LICENSE/SUBSCRIP	271.26
	INVOICE: 853164424									
	VENDOR TOTALS		2,337.98	YTD INVOICED		2,854.66	YTD PAID			271.26
1420	WISCONSIN CENTRAL LTD									
	128942	01/30/26			146068	P	02/12/26	0106047	520600 BLDG & GRNDS MAINT SERVIC	50.00
	INVOICE: 9500283396									
	VENDOR TOTALS		2,729.73	YTD INVOICED		2,729.73	YTD PAID			50.00
									REPORT TOTALS	1,123,377.15

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	53	492,744.04
TOTAL WIRE TRANSFERS	6	350,784.02
TOTAL EFT TRANSFERS	32	279,849.09

** END OF REPORT - Generated by Patrick Hilbert **

MINUTES OF THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, IL HELD FEBRUARY 3, 2026 7:00 PM

I. President Koch called the meeting to order at 7:01 pm.

II. Roll call indicated the following Board Members present: Trustees Marquardt, Takaoka, Forster, Schenk, Oppenheim and President Koch. Trustee Lundeen gave prior notice that she would not be in attendance. A quorum was established.

Also, present were: Village Manager Timony, Director of Community Development Jennings, Public Works Director Venatta, Deputy Chief Holubetz, Village Attorney Ferolo, and Recording Secretary Koehl.

III. Pledge of Allegiance was recited.

IV. Officials Reports

A. Village President

1. Proclamation – Retirement of IT Coordinator James Dunning

President Koch read a proclamation in recognition of employee James Dunning's retirement.

2. Appointment of Will Hendrick to the Planning & Zoning Commission

President Koch advised that, after interviewing several qualified candidates, he recommends the appointment of Will Hendricks to the Planning & Zoning Commission. He introduced Mr. Hendricks to the Board and called for a motion to appoint Mr. Hendricks as a Commissioner to the Planning & Zoning Commission.

Motion by Trustee Schenk, and second by Trustee Marquardt to appoint Will Hendricks as a Commissioner to the Planning & Zoning Commission.

Roll call vote:
AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Takaoka, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Lundeen
Motion Carried.

Village Manager Timony swore in Will Hendricks as Commissioner to the Planning & Zoning Committee.

3. Appointment of Kate Buggy to Deputy Village Clerk

President Koch introduced the new Assistant Village Manager Kate Buggy, and recommended her appointment as Deputy Village Clerk. He then called for a motion to approve her appointment.

Motion by Trustee Marquardt, Second by Trustee Oppenheim to appoint Kate Buggy to Deputy Village Clerk.

Roll call vote:
AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Takaoka, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Lundeen
Motion Carried.

Village Manager Timony administered the Oath of Office of Deputy Village Clerk to Assistant Village Manager Kate Buggy.

B. Village Manager
C. Assistant Village Manager
D. Finance Director/Treasurer

1. Cash and Investment Report – December 2025 (Enclosed in Packet)

E. Chief of Police

1. Police Department Report – December 2025 (Enclosed in Packet)

F. Public Works Director/Village Engineer

1. Open Space Native Stewardship Services

PW Director Venatta drew attention to Item F on the Omnibus agenda and gave a summary on the Open Space Native Stewardship Services.

G. Director of Community Development

V. Citizens Wishing to Address the Board

None.

VI. Omnibus Vote Agenda

Items under the Omnibus Vote Agenda are considered routine and/or non-controversial and will be approved by one motion. If any one (board member, staff, or citizen) wishes to have a separate vote on any item, it will be pulled from the Omnibus Vote Agenda and voted on separately.

A. APPROVAL OF RETROACTIVE VOUCHER LIST OF BILLS DATED JANUARY 21, 2026 IN THE AMOUNT OF $1,016,115.57 (detail enclosed)

B. APPROVAL OF VOUCHER LIST OF BILLS DATED JANUARY 29, 2026 IN THE AMOUNT OF $418,780.64 (detail enclosed)

C. APPROVAL OF THE MINUTES OF THE REGULAR VILLAGE OF VERNON HILLS BOARD MEETING OF JANUARY 13, 2026

D. APPROVAL AND PASSAGE OF ORDINANCE 2026-004 AN ORDINANCE DECLARING CERTAIN VILLAGE EQUIPMENT AS SURPLUS AND HAVING LITTLE VALUE TO DISPOSE OF IN AN APPROPRIATE MANNER (VM Timony)

E. APPROVAL AND PASSAGE OF ORDINANCE 2026-005 AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND TO AUTHORIZE THE VILLAGE MANAGER TO EXECUTE A CONTRACT EXTENSION WITH BALANCED ENVIRONMENTS, INC. TO PERFORM SPECIALIZED LANDSCAPE MOWING AND MAINTENANCE OF VILLAGE PROPERTY FOR AN AMOUNT OF $57,492 (PW Dir Venatta)

F. APPROVAL AND PASSAGE OF ORDINANCE 2026-006 AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND TO AUTHORIZE THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH BLUESTEM ECOLOGICAL SERVICES TO PROVIDE OPEN SPACE NATIVE STEWARDSHIP SERVICES FOR AN AMOUNT NOT TO EXCEED $110,550 (PW Dir Venatta)

G. APPROVAL AND PASSAGE OF ORDINANCE 2026-009 AN ORDINANCE AMENDING THE VERNON HILLS MUNICIPAL CODE TO PROVIDE FOR A NEW SECTION 14-6 OF CHAPTER 14, ARTICLE I ENTITLED "TETRAHYDROCANNABINOL PRODUCTS" (DC Holubetz)

H. APPROVAL AND PASSAGE OF ORDINANCE 2026-010 AN ORDINANCE AMENDING CHAPTER 3, ALCOHOLIC LIQUOR CONTROL, OF THE VERNON HILLS CODE, SECTION 3-38, LICENSE QUANTITIES BY CLASS (CD Dir Jennings)

I. APPROVAL AND PASSAGE OF ORDINANCE 2026-011 AN ORDINANCE AUTHORIZING THE REDUCTION OF THE PERFORMANCE GUARANTEE FOR THE WELLS FARGO DEVELOPMENT 860 TOWNLINE ROAD (CD Dir Jennings)

J. APPROVAL AND PASSAGE OF RESOLUTION 2026-003 A RESOLUTION REALLOCATING 2026 VOLUME CAP TO THE VILLAGE OF BUFFALO GROVE, ILLINOIS (VM Timony)

President Koch called for a motion to approve Omnibus Agenda Items A-J.

Motion by Trustee Oppenheim, second by Trustee Marquardt, to approve Omnibus Agenda Items A-J.

Roll call vote:
AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Takaoka, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Lundeen
Motion Carried.

VII. Unfinished Business

VIII. New Business

1. APPROVAL AND PASSAGE OF ORDINANCE 2026-007 AN ORDINANCE APPROVING VARIATIONS FROM APPENDIX C, ZONING, SECTION 19-5, RESIDENTIAL DRIVEWAY STANDARDS 408 ELM TREE LANE

CD Director Jennings provided a summary of the ordinance and there was a brief discussion regarding the size and location of the proposed driveway.

President Koch called for a motion to approve New Business Item 1 ORDINANCE 2026-007 AN ORDINANCE APPROVING VARIATIONS FROM APPENDIX C, ZONING, SECTION 19-5, RESIDENTIAL DRIVEWAY STANDARDS 408 ELM TREE LANE.

Motion by Trustee Schenk, second by Trustee Marquardt, to approve New Business Item 1 ORDINANCE 2026-007 AN ORDINANCE APPROVING VARIATIONS FROM APPENDIX C, ZONING, SECTION 19-5, RESIDENTIAL DRIVEWAY STANDARDS 408 ELM TREE LANE.

Roll call vote:
AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Takaoka, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Lundeen
Motion Carried.

2. APPROVAL AND PASSAGE OF ORDINANCE 2026-008 AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS AND BUILDING REGULATIONS, OF THE VERNON HILLS CODE, ADOPTING THE 2024 INTERNATIONAL CODE SUITE AND STATE CODES AS THE BUILDING CODE OF THE VILLAGE OF VERNON HILLS

CD Director Jennings provided a summary and advised that he has been working for approximately eighteen months to bring the Village Code up to date.

President Koch called for a motion to approve New Business Item 2 ORDINANCE 2026-008 AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS AND BUILDING REGULATIONS, OF THE VERNON HILLS CODE, ADOPTING THE 2024 INTERNATIONAL CODE SUITE AND STATE CODES AS THE BUILDING CODE OF THE VILLAGE OF VERNON HILLS.

Motion by Trustee Schenk, second by Trustee Forster, to approve New Business Item 2 ORDINANCE 2026-008 AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS AND BUILDING REGULATIONS, OF THE VERNON HILLS CODE, ADOPTING THE 2024 INTERNATIONAL CODE SUITE AND STATE CODES AS THE BUILDING CODE OF THE VILLAGE OF VERNON HILLS.

Roll call vote:
AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Takaoka, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Lundeen
Motion Carried.

3. APPROVAL AND PASSAGE OF RESOLUTION 2026-004 A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF DEERPATH PARK RESUBDIVISION, ESTABLISHING 7 E. PHILLIP AS A SEPARATE PARCEL AND DEDICATING LAND AS PHILLIP ROAD RIGHT-OF-WAY.

CD Director Jennings gave a brief summary of the ordinance.

President Koch called for a motion to approve New Business Item 3 RESOLUTION 2026-004 A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF DEERPATH PARK RESUBDIVISION, ESTABLISHING 7 E. PHILLIP AS A SEPARATE PARCEL AND DEDICATING LAND AS PHILLIP ROAD RIGHT-OF-WAY.

Motion by Trustee Forster, second by Trustee Schenk, to approve New Business Item 3 RESOLUTION 2026-004 A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF DEERPATH PARK RESUBDIVISION, ESTABLISHING 7 E. PHILLIP AS A SEPARATE PARCEL AND DEDICATING LAND AS PHILLIP ROAD RIGHT-OF-WAY.

Roll call vote:
AYES: 6 – Marquardt, Forster, Oppenheim, Schenk, Takaoka, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Lundeen
Motion Carried.

IX. Communications

Trustee Takaoka gave a shout-out to the Indiana Hoosiers!

President Koch congratulated the Vernon Hills High School Girls Competitive Dance Team, who made it to the finals and finished in 11th Place in the state.

X. Adjournment

President Koch called for a motion to adjourn the Village Board Meeting and move to Committee of the Whole.

Motion by Trustee Schenk, second by Trustee Marquardt, to adjourn the Village Board Meeting and move to Committee of the Whole.

Voice vote:
All in Favor.
Motion Carried.

The Village Board meeting was adjourned at 7:33 pm.

Approved this 17th day of February, 2026.

_____ _____

Kevin Timony, Village Manager/Clerk Thom Koch, Jr., Village President

VILLAGE OF VERNON HILLS
ORDINANCE 2026-012

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT EXTENSION WITH SCHROEDER & SCHROEDER INC. TO PERFORM CONCRETE FLATWORK FOR AN AMOUNT NOT TO EXCEED $160,000

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois ***("the Village")*** is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village is responsible for maintaining all Village-owned properties, and Village rights of ways (ROW's) including public sidewalks and curbs; and

WHEREAS, to do so efficiently and effectively, the Village contracts out sidewalk rehabilitation services to remove and replace deteriorated sections of concrete sidewalk and curb & gutter; and

WHEREAS, Ordinance 2023-026 awarded a 3-year contract with Schroeder & Schroeder, Inc. to perform concrete flatwork with the option to extend said contract two additional years; and

WHEREAS, Schroeder & Schroeder, Inc. has agreed to extend said contract for FY2027 with an acceptable price of $159,622.96; and

WHEREAS, Staff has delineated $160,000 in FY2027 budget account (0218151-550055) for the annual concrete rehabilitation work; and

WHEREAS, Staff seeks approval to authorize the Village Manager to execute a contract extension with Schroeder & Schroeder, Inc. to perform concrete flatwork within FY2027 for an amount not to exceed $160,000.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required documents for the 2026 Concrete Flatwork Program with Schroeder & Schroeder, Inc. for an amount not to exceed $160,000.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payments to Schroeder & Schroeder, Inc. for an amount not to exceed $160,000.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2026-012.

Dated the 17th of February, 2026

Adopted by roll call votes as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr., Village President

PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

VILLAGE OF VERNON HILLS
ORDINANCE 2026-013

AN ORDINANCE AUTHORIZING EXPENDITURES OVER $25,000 TO CLARKE MOSQUITO MANAGEMENT, INC. TO PROVIDE MOSQUITO ABATEMENT SERVICES WITHIN FY2027 FOR AN AMOUNT NOT TO EXCEED $66,000

WHEREAS, the Village of Vernon Hills, County of Lake, Stale of Illinois ***("the Village")*** is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, Ordinance 2025-026 authorized the Village to enter into a 3-year contract from FY2026 through FY2028 with Clarke Mosquito Management, Inc. for the Village of Vernon Hills Environmental Mosquito Management Program; and

WHEREAS, the base contract price of $65,966.55 for FY2027 includes four (4) Village-wide sprays, surveillance and monitoring, larval control, and some special event sprays; and

WHEREAS, Staff has budgeted $66,000 for mosquito abatement services in FY2027 budget account (0102040-520610); and

WHEREAS, Staff seeks approval to authorize the Finance Director to execute payments to Clarke Mosquito Management, Inc. to provide Environmental Mosquito Management abatement services in FY2027 for an amount not to exceed $66,000.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is authorized to execute payments to Clarke Mosquito Management, Inc. for Environmental Mosquito Management services for an amount not to exceed $66,000 in FY2027.

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2026-013.

Dated this 17th day of February, 2026

Adopted by roll call votes as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr., Village President

PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

VILLAGE OF VERNON HILLS
ORDINANCE 2026-014

AN ORDINANCE APPROVING VARIATIONS FROM CHAPTER 19, SIGNS, OF THE VERNON HILLS VILLAGE CODE, FOR US BANK 175 N. MILWAUKEE AVENUE

WHEREAS, Design Group Signage, on behalf of US Bank, has submitted a petition for a variation from Chapter 19, Signs, of the Vernon Hills code, to permit a freestanding multi-tenant sign on the property located at 175 N. Milwaukee Avenue, legally described herein; and

WHEREAS, the Planning and Zoning Commission of the Village of Vernon Hills conducted a public hearing, duly noticed, on January 21, 2026; and

WHEREAS, the Commission, after consideration of the materials and testimony provided by the petitioner, has filed a report discussing the standards listed in Section 21.5 of the Zoning Ordinance, with a motion making findings of fact and recommending approval of the petition failing to pass (2-2, with 2 absent and 1 vacancy), as described in **Exhibit A** (Planning and Zoning Commission report); and

WHEREAS, the Committee of the Whole, at its meeting on February 3, 2026, reviewed the recommendation of the Planning and Zoning Commission, and made findings of fact in support of the petition provided the tenant panels are limited to units within the subject property; and

WHEREAS, the President and Board of Trustees, having reviewed the recommendation of the Committee, finds that sufficient facts have been presented which, in its judgment, justify approval of the sign code variations referenced herein.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, COUNTY OF LAKE AND STATE OF ILLINOIS:

SECTION 1. Incorporation. The above listed recitals are incorporated into and made part of this Ordinance.

SECTION 2. Variation Approval. The following variations from the requirements of Chapter 19, Signs, of the Vernon Hills Village Code, Section 19-3 Sign Standards by Zone or District, to permit a multi-tenant monument sign, for the property located at 175 N. Milwaukee Avenue, Vernon Hills, Illinois, legally described below, in accordance with Section 21 (Variations) of the Zoning Code, as described in the application by Design Group Signage, on behalf of US Bank, dated November 12, 2025, are hereby approved:

1. Subsection 6(c), to allow a sign area of 67.336 sf (maximum 50.0 sf permitted by code)
2. Subsection 7(b)1, to allow more than one business to advertise on a sign (one permitted).
3. Subsection 9(b), to allow a sign with a total height of 8.417 ft (8.0 ft permitted).

SECTION 3. Legal Description
The variation granted in Section 2 of this Ordinance shall apply to the following parcel:

PARCEL 1
LOT 5 IN THE SOUTH MARKETPLACE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 3 AND PART OF LOT 1 IN THE MARKETPLACE AT VERNON HILLS, AND ALSO LOT 1 AND PART OF LOT 2 IN PERCY WILSON'S RIVERVIEW ACRES, ALL IN SECTION 3, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS SHOWN ON THE PLAT THEREOF RECORDED ON JANUARY 28, 2000, AS DOCUMENT NO. 4484763, WITH THE LAKE COUNTY RECORDER OF DEEDS.

Commonly known as 175 N. Milwaukee Avenue
PIN: 15-03-301-041

SECTION 4. Plans
The variation granted in Section 2 of this Ordinance is described in the application by Design Group Signage, on behalf of US Bank, dated November 12, 2025, with the sign to be constructed substantially in accordance with the following plans, attached hereto in **Exhibit B**:

- Sign Location Exhibit, DeSign Group Signage, dated May 11, 2021
- Sign Specification Package, Stratus, dated May 23, 2025

SECTION 5. Conditions of Approval
The variation granted in Section 2 of this Ordinance is subject to the following conditions of approval:

1. Landscaping is required and shall be configured to ensure visibility of the address numbers.
2. The sign location may be shifted to improve visibility, subject to setback requirements.
3. The existing sign shall be removed.

SECTION 6. SEVERABILITY. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION 7. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills prior to the effective date of this ordinance.

SECTION 8. SUCCESSORS AND ASSIGNS. All of the provisions of this Ordinance and the attachments hereto are binding on all successors and assigns of the petitioner and property owner.

SECTION 9. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 10. ORDINANCE NUMBER. This ordinance shall be known as Ordinance Number 2026-014.

Adopted by roll call vote as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr., Village President

PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

EXHIBIT A

Planning and Zoning Commission
Findings of Fact and Recommendation

Case 2026-01: Sign Variation

US Bank
175 N. Milwaukee Avenue

EXHIBIT B

Plans and Exhibits

Case 2026-01: Sign Variation

US Bank
175 N. Milwaukee Avenue

DeSignGroup Signage Corp.
2135 S. Frontage Rd. ~ Des Plaines, IL 60018
847-390-0350 - Fax 847-390-9231
martz@designgroupsignage.com

JOB #	250315
JOB NAME	US Bank Vernon Hills
Location	ATTN: Kelsey Rosales

US Bank - Vernon Hills
175 N. Milwaukee Ave.
Vernon Hills, IL

Sign Specifications **TBD** SQ. FT.

- ○ Interior ● Exterior
- ○ Single Face ● Double Face
- ○ Non-Illuminated
- ● Illuminated ~ 120v / 20 Amps

Colors

- ○ **Approved**
- ○ **Approved As Noted**
- ○ **Revise & Resubmit**

Date / /

By _____

Drawn By: **MA** Checked By: **JG**



PROPOSED SIGN LOCATION: 75 N. Milwaukee Ave. Vernon Hills, IL

Name	Date	Notes
MA	05-11-21	INITIAL SALES DRAWING

Additional Notes _____

THESE PLANS ARE THE EXCLUSIVE PROPERTY OF DESIGNGROUP SIGNAGE CORP. AND ARE THE RESULT OF THE ORIGINAL WORK OF ITS EMPLOYEES. THEY ARE SUBMITTED TO YOUR COMPANY FOR THE SOLE PURPOSE OF YOUR CONSIDERATION OF WHETHER TO PURCHASE THESE PLANS OR TO PURCHASE FROM DESIGNGROUP SIGNAGE CORP. A SIGN MANUFACTURED ACCORDING TO THESE PLANS DISTRIBUTION OR EXHIBITION OF THESE PLANS TO CONSTRUCT A SIGN SIMILAR TO THE ONE HEREIN IS STRICTLY FORBIDDEN. IN THE EVENT THAT SUCH EXHIBITION OCCURS, DESIGNGROUP SIGNAGE CORP. EXPECTS TO BE REIMBURSED $500.00 IN COMPENSATION FOR TIME AND EFFORT ENTAILED IN CREATING THESE PLANS.

INTERNATIONAL SIGN ASSOCIATION

E01 Custom D/F Illuminated Monument
Render





EXISTING MONUMENT TO BE REMOVED &
REPLACED; NEW MONUMENT TO BE MOVED
TO THE RIGHT OF WAY, OUT BY MILWAUKEE AVENUE

PROPOSED SIGNAGE

Scaled proportionally

Stratus®
onestratus.com
8959 Tyler Boulevard
Mentor, Ohio 44060
888.503.1569

CLIENT: US Bank

ADDRESS: 175 N Milwaukee Ave
Vernon Hills, IL 60061

PAGE NO: 1

ORDER NUMBER: 187186

PROJECT NUMBER: 4129

PROJECT MANAGER: Kelsey Rosales

Rev #	Date:	Designer	Description
Original	05-23-2025	JRG	

E01 Custom D/F Illuminated Monument
Dimensions & Specifications

Cabinet Finishes

Paint to match US Bank Blue (Pantone 2756C), satin finish

High Reflective white (inside cabinet)

Address Numerals

3/4" Flat Cut Out acrylic numerals with studs on back, painted white

Face Material

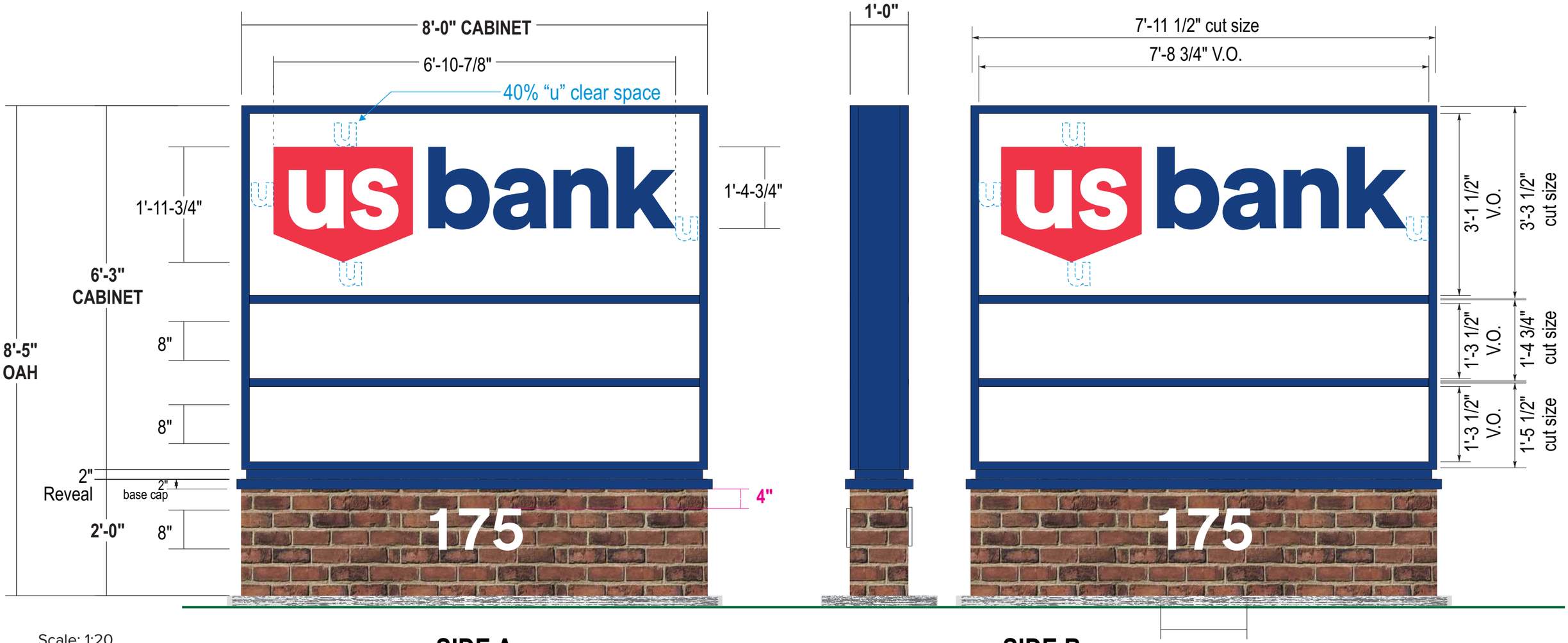
Acrylic | .177 White polycarbonate/acrylic Faces

Vinyl | 3M #3630-8789 Blue, applied first surface

Vinyl | 3M #3630-163 Scarlet Red (US Copy weeded out), applied first surface

Vinyl | 3M #3660 Matte overlaminate (red vinyl only)

Tenant Vinyl | Translucent Vinyl (**art to be supplied**)



Scale: 1:20

SIDE A

SIDE B

Stratus®
onestratus.com
8959 Tyler Boulevard
Mentor, Ohio 44060
888.503.1569

CLIENT: US Bank

ADDRESS: 175 N Milwaukee Ave
Vernon Hills, IL 60061

PAGE NO: 2

ORDER NUMBER: 187186

PROJECT NUMBER: 4129

PROJECT MANAGER: Kelsey Rosales

Rev #	Date:	Designer	Description
Original	05-23-2025	JRG	
Rev 1	06-06-2025	JRG	base cap added due to faux brick base
Rev 2	11-04-2025	JRG	brick base raised to 2ft height

VILLAGE OF VERNON HILLS
RESOLUTION 2026-005

A RESOLUTION APPROVING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, ILLINOIS

WHEREAS, the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois have, on occasion, met in executive session in accordance with the provisions of the Open Meetings Act (5 ILCS 120/1 et seq.) (the "Act"); and

WHEREAS, the minutes of the Executive Sessions have been duly recorded by the Village Clerk, or his designee, pursuant to the requirements of the Act; and

WHEREAS, pursuant to Section 2.06(d) of the Act, the President and Board of Trustees have reviewed the minutes of closed sessions and have ascertained that the minutes as provided herein should be released for public inspection as noted below.

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

SECTION 1: Each Recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution

SECTION 2: That the following set of Executive Session Minutes are approved for release and for public inspection: February 6, 2024, June 18, 2024 and September 3, 2024.

SECTION 3: That each of the audio recordings of the Executive Session meetings which were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Corporate Authorities, shall be destroyed by the Village Clerk following the approval date of this Resolution.

SECTION 4: That the need for confidentiality still exists as to all or part of those Executive Session Minutes not released by Section 2 and shall remain closed to public review until further review and order by the Board.

SECTION 5: The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

Dated this 17th day of February, 2026.

Adopted by roll call vote as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch Jr., Village President

PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

VILLAGE OF VERNON HILLS
RESOLUTION 2026-007

A RESOLUTION DECLARING A TAX YEAR 2024 SURPLUS IN THE HAWTHORN MALL TAX INCREMENT FINANCING DISTRICT FUND PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING DISTRIBUTION TO THE LAKE COUNTY COLLECTOR

WHEREAS, on December 9, 2020, the Village entered into an intergovernmental agreement with Hawthorn Community Consolidated School District 73 regarding the Hawthorn Mall Tax Increment Financing District; and

WHEREAS, the intergovernmental agreement requires the Village to annually declare a surplus of 100% of the incremental property taxes attributable to the properties identified below as "Surplus PINs":

Surplus PINs
11-33-401-014
11-33-401-015
11-33-401-016.

WHEREAS, such declaration of surplus shall be made pursuant to Section 7 of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-7 ("TIF Act"); and

WHEREAS, after payment of the Surplus to the Lake County Collector, the Parties anticipate that, pursuant to Section 7 of the TIF Act, the Lake County Collector will distribute the Surplus as set forth in the TIF Act; and

WHEREAS, Village staff has determined the amount of $69,083.42 (the "Surplus") attributable to the Surplus PINs for Tax Year 2024; and

WHEREAS, because the Village does not levy a property tax, it is required pursuant to Section 8 of the TIF Act (65 ILCS 5/11-74.4-8) to contribute annually an amount equal to 10% of the incremental property taxes to the TIF Fund; and

WHEREAS, as the Surplus of $69,083.42 will be returned to the County for redistribution to the taxing bodies, the original Village 10% contribution of $6,908.34 attributable to the Surplus, will be returned to the Village or credited against the Village's 10% contribution if payment has not yet been made.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: DECLARATION OF SURPLUS. The Village of Vernon Hills hereby declares a surplus in the amount of $69,083.42 in the Hawthorn Mall Tax Increment Financing District Fund pursuant to the intergovernmental agreement referenced above.

SECTION 2: AUTHORIZATION. The Finance Director is hereby authorized and directed to:

(a) Return to the Village's General Fund an amount not to exceed $6,908.34 representing the Village's 10% contribution attributable to the declared Surplus, or reduce such required contribution if payment has not yet been made; and

(b) Remit payment to the Lake County Collector in an amount not to exceed $69,083.42 for distribution in accordance with Section 7 of the TIF Act.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from its passage and approval.

Dated the 17th day of February 2026

Adopted by roll call votes as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr., Village President

PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

VILLAGE OF VERNON HILLS
RESOLUTION 2026-008

A RESOLUTION GRANTING APPROVAL OF AN OUTDOOR SPECIAL EVENT FOR FANTASY AMUSEMENT COMPANY TO OPERATE A CARNIVAL AT HAWTHORN MALL

WHEREAS, the Village of Vernon Hills has received a special event application from Fantasy Amusement Company to operate an outdoor carnival, including amusement rides, games, and food service, at Hawthorn Mall (122 Hawthorn Center), on May 21-25, 2026; and

WHEREAS, Chapter 10, Licenses, Permits and Miscellaneous Business Regulations, Article 6, authorizes the Village Board to approve outdoor use permits; and

WHEREAS, the Board of Trustees, on review of the application and the recommendation of the Community Development Department at its meeting on February 17, 2026, finds the application and plan comply with the standards listed in Section 10-191, and that approval the request is therefore justified.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Vernon Hills, that the Special Event Permit for Fantasy Amusement Company to operate an outdoor special event is hereby granted, subject to the following conditions:

1. The configuration of the carnival shall be in substantial conformance with the plans illustrated in Exhibit A; and
2. The hours of operation shall be: Thursday 6pm – 10pm; Friday 6pm – 11pm; Saturday 2pm - 11pm; Sunday 2pm - 11pm; and Monday 2pm – 9pm; and
3. The Village reserves the right to close off portions of Ring Road for the purpose of creating a pedestrian crossing; and
4. Fantasy Amusement Company is required to submit a list of all employees working at the carnival to the Vernon Hills Police Department at least seven (7) days in advance of the event; and
5. Fantasy Amusement Company is required to hire two (2) off duty Vernon Hills police officers, at the rate determined by the Village, to be on site during the operating hours of the carnival; and
6. Garbage receptacles shall be provided and the grounds shall be cleaned immediately after closing each day.

Adopted by roll call vote as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr., Village President

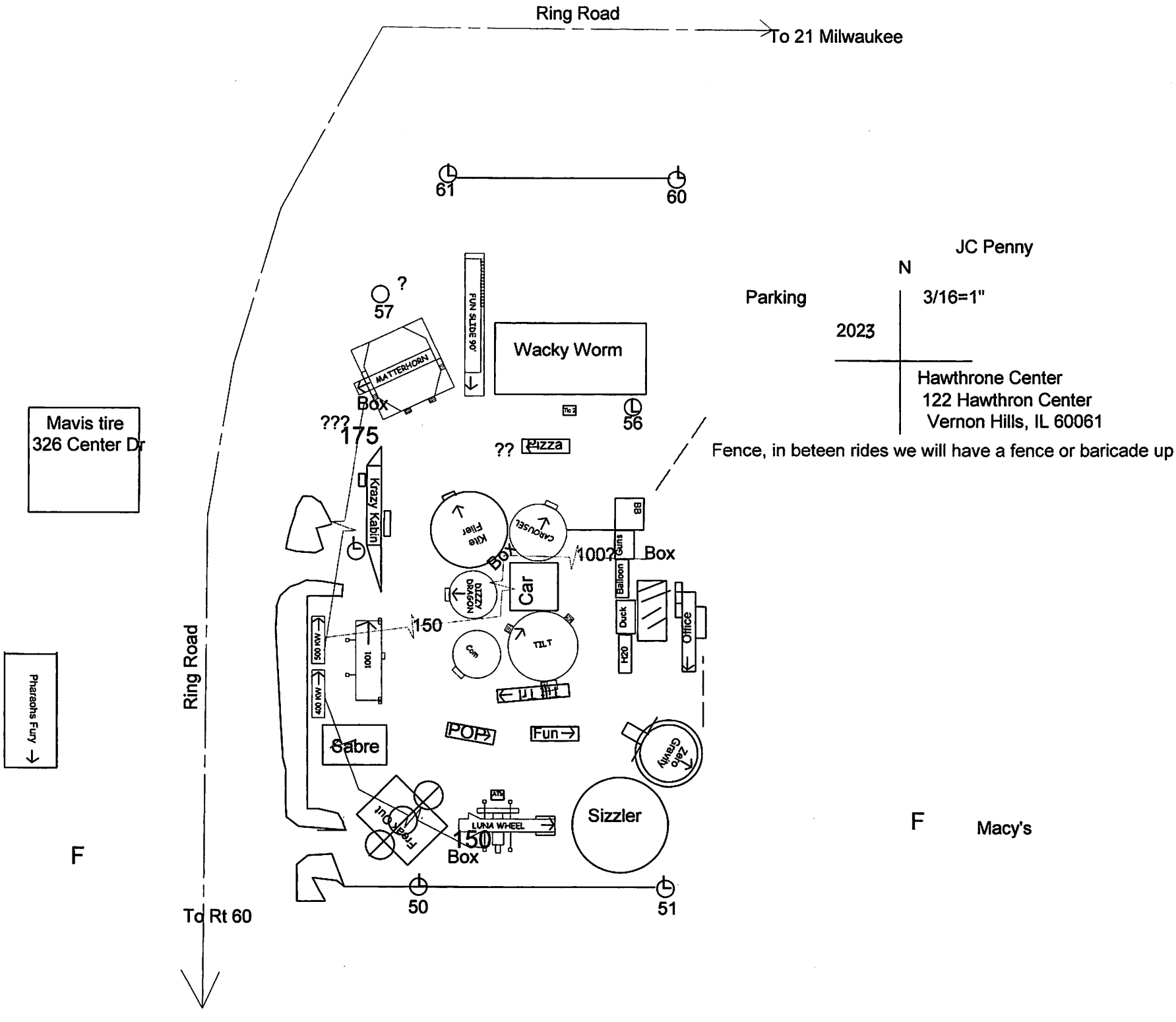
PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

EXHIBIT A

Special Event Permit for Fantasy Amusement Company
to Operate a Carnival at Hawthorn Mall

Plans and Exhibits


Ring Road
To 21 Milwaukee
61
60
JC Penny
N
Parking
3/16=1"
2023
Hawthrone Center
122 Hawthron Center
Vernon Hills, IL 60061
Fence, in beteen rides we will have a fence or baricade up
?
57
MATTERHORN
FUN SLIDE 90'
Wacky Worm
Box
???
175
56
?? Pizza
Mavis tire
326 Center Dr
Krazy Kabin
Kite Flier
CAROUSEL
BB
Guns
Balloon
Duck
H20
Office
Box
100?
Box
Car
DIZZY DRAGON
150
500 WW
400 WW
100
Cars
TILT
POP
Fun
Sabre
Zero Gravity
ATM
LUNA WHEEL
Sizzler
150
Box
50
51
Pharaohs Fury
Ring Road
To Rt 60
F
F
Macy's

VILLAGE OF VERNON HILLS
ORDINANCE 2026--015

AN ORDINANCE AMENDING ORD. 1993-17, MARKETPLACE PUD, TO APPROVE MODIFICATIONS TO THE ARCHITECTURAL APPEARANCE FOR FARMER'S BEST MARKET 413 N. MILWAUKEE AVENUE – UNITS 200-300

WHEREAS, the Village of Vernon Hills approved Ordinance No. 1993-17 on February 16, 1993, granting site plan, landscape plan, and architectural approvals in conjunction with the approval of the Marketplace at Vernon Hills shopping center development; and

WHEREAS, Ordinance 2025-101, approved September 2, 2025, amended Ordinance 1993-17 to incorporate façade improvements proposed for Unit 300; and

WHEREAS, the owners of the subject property have submitted a request to reduce the scope of the approved façade treatment; and

WHEREAS, the Village Board having considered the request at its meeting on February 17, 2026, agrees that the amendment to Ordinance No. 1993-17 as requested would be appropriate.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, COUNTY OF LAKE AND STATE OF ILLINOIS:

SECTION 1. The above listed recitals are incorporated into and made part of this Ordinance.

SECTION 2. Ordinance 1993-17, Recital Four, referencing Section 8(b) of the Annexation Agreement (Ordinance 563), is hereby amended as follows:

- ~~Shell Rendering, Douglas Design and Associates Inc., dated May 21, 2025~~
- ~~Building Elevations & Façade Plans (2 Sheets), Douglas Design and Associates Inc., dated August 27, 2025~~
- Sheet A5, Proposed Elevation Change, Angelo Stamatoukos, Architect, February 3, 2026

SECTION 3. The amendment granted in Section 2 of this Ordinance will modify items 7-10 in Recital Four of Ordinance No. 1993-17. Sections of Ordinance 1993-17 not expressly amended by this Ordinance are hereby reaffirmed.

SECTION 4. The amendment granted in Section 2 of this Ordinance is subject to the following condition:

1. Per the zoning code, rooftop mechanical units exposed by modifying the façade shall be screened.

SECTION 5. SEVERABILITY. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION 6. REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills prior to the effective date of this ordinance.

SECTION 7. SUCCESSORS AND ASSIGNS. All of the provisions of this Ordinance and the attachments hereto are binding on all successors and assigns of the petitioner and property owner.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 9. ORDINANCE NUMBER. This ordinance shall be known as Ordinance Number 2026-015.

Adopted by roll call vote as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr., Village President

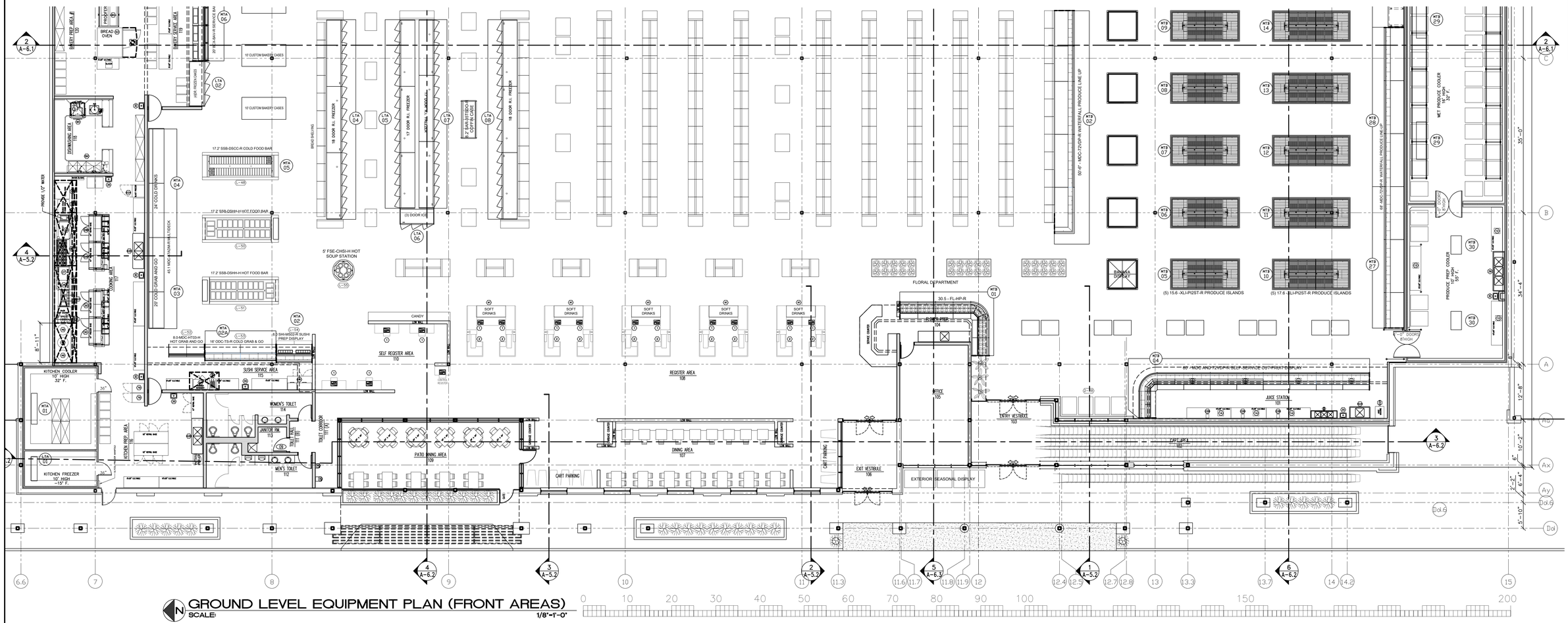
PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

EXHIBIT A

Farmer's Best Market – Architectural Appearance Approval

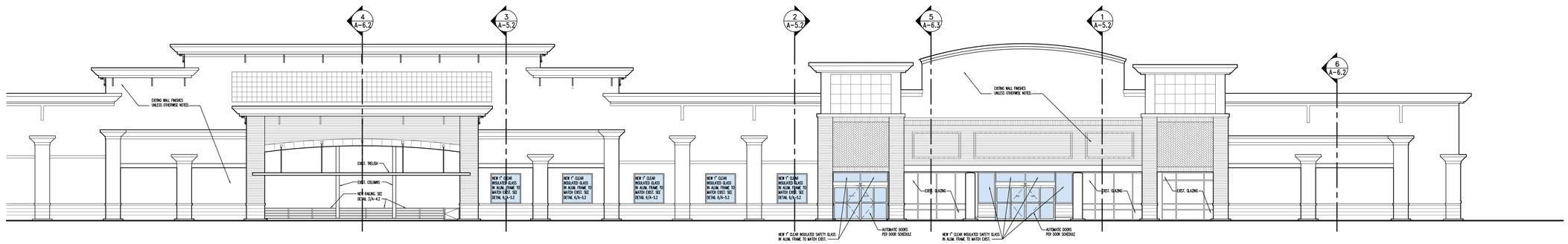
Amendment to Ordinance No. 1993-17



GROUND LEVEL EQUIPMENT PLAN (FRONT AREAS)

SCALE: 1/8"=1'-0"

0 10 20 30 40 50 60 70 80 90 100 150 200



WEST ELEVATION PER EXISTING PERMIT

SCALE: 1/8"=1'-0"



PROPOSED WEST ELEVATION CHANGES

SCALE: 1/8"=1'-0"

STATE OF ILLINOIS
ANGELO T. STAMATOUKOS
001-011993
LICENSED ARCHITECT

DATE: 2/3/26
EXPIRES: 11-30-2026

Angelo T. Stamatoukos

REVISIONS | BY

ANGELO STAMATOUKOS - ARCHITECT
113 CENTRAL, WILLOWBROOK, ILLINOIS 60527
(630)-269-2314 E-mail: angelostamatoukos@att.net

PROPOSED ELEVATION CHANGE
FARMER'S BEST FRESH MARKET
413 N MILWAUKEE AVENUE, UNITS 200 AND 300, VERNON HILLS, IL 60061

Date: 2/3/26
Scale:
Drawn: .
Job: 241030
Sheet: A5.1

MEMORANDUM

To: President Koch and the Board of Trustees

From: Andrew C. Jennings, Community Development Director

Date: February 17, 2026

Re: Ernie's Wrecker Service
909 S. Milwaukee Avenue
Preliminary and Final Plat of Subdivision

Ernie's Wrecker Service property includes the towing service, body shop / repair service, gas station with convenience store, car wash, and vehicle storage area. Several of the businesses are considered to be legal nonconforming; they were lawfully established prior to annexation but are not permitted in the B-1 zoning district.

The owners are proposing to subdivide the vehicle storage area from the main parcel. As access directly from Milwaukee Avenue is restricted, the subdivision would also grant an access easement across the main parcel to reach the storage lot.

Staff has reviewed the annexation agreement (as amended in Ord. 1999-69) and special use ordinance for the car wash (Ord. 1998-64). The existing non-conforming conditions at the subject property are clearly referenced in these documents. Per the zoning code (Sec. 17.7), the legal nonconforming use of the vehicle storage lot may continue and sold to a different operator but can't be altered. If the use ceases operation for six months it would not be permitted to resume. Staff believes that the proposed subdivision meets the requirements of both the Development Ordinance and Zoning Code.

Planning and Zoning Commission Review

The Planning and Zoning Commission reviewed the proposed plat at its meeting on February 11, 2026. The Commission did not express any concerns with the proposed plat, but sought clarification regarding the implications of plat for the future use of proposed parcel. Staff explained that the code allows a legal nonconforming use to continue if the underlying land is sold. The Commission also discussed the proposed access easement but did not indicate concern. The Commission recommended approval (5-0) subject to final review by the Village Attorney and Village Engineer.

Staff Review and Recommendation

The petitioner has updated the plat to remove verbiage referencing the condominium plat act (observed during the PZC meeting). Staff has prepared a resolution approving the plat. The resolution includes a condition of approval that the recording of the plat is subject to final review by the Village Attorney and Village Engineer.

Attachments:

- Resolution

VILLAGE OF VERNON HILLS
RESOLUTION 2026-009

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT OF ERNIE'S RESUBDIVISION, ESTABLISHING A SEPARATE PARCEL SOUTH OF 909 S. MILWAUKEE AVENUE

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois ***("the Village")*** is a home rule municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the owner's of Ernie's Wrecker Service, 909 S. Milwaukee Avenue, have petitioned the Village of Vernon Hills to resubdivide the parcel to create a separate and distinct tax parcel along Apple Orchard Lane; and

WHEREAS, the proposed plat, attached hereto in **Exhibit B**, was reviewed by the Planning and Zoning Commission at its meeting on February 11, 2026, with the Planning and Zoning Commission recommending approval of the plat (5-0, 1 absent, 1 abstaining), as described in the report of the commission attached hereto as **Exhibit A**; and

WHEREAS, the Board of Trustees reviewed the plat at its meeting on February 17, 2026, concurred with the recommendation of the Planning and Zoning Commission and finds the approval of the proposed plat to be in the best interest of the Village.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Vernon Hills:

SECTION 1: Incorporation. The above listed recitals are incorporated by reference into this Resolution and made pert hereof as material provisions of this Resolution.

SECTION 2: Approval. The Final Plat of Subdivision for the Ernie's Resubdivision, attached hereto as **Exhibit B**, prepared by Ernie's Resubdivision, by RE Decker, last revised February 12, 2026, is approved.

SECTION 3: Legal description. The Final Plat of Subdivision approved in Section 2 of this Resolution pertains to the following property:

LOT 1 OF ERNIE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN LAKE COUNTY, ILLINOIS, AS DEPICTED ON THE PLAT THEREOF RECORDED DECEMBER 5, 2000, AS DOCUMENT NUMBER 4617497, WITH THE LAKE COUNTY RECORDER OF DEEDS.

PIN: 15-15-201-003 (6.35 ACRES)

SECTION 4: Authorization to Execute, Conditions. The Final Plat of Subdivision approved in Section 2 may be executed and recorded subject to the following conditions:

1. Minor modifications to the plat as the result of review by the Petitioner's Attorney, Village Attorney, and Village Engineer may be completed prior to execution.

SECTION 5: Conflicts. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Resolution, are repealed. Elements of related ordinances and resolutions not impacted by this resolution are reaffirmed.

SECTION 6: Severability. Each section, paragraph, clause and provision of this Resolution is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not effect the remainder of the Resolution, nor any part thereof, other than that part affected by such decision.

SECTION 7: Effective Date. This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner required by law.

Dated this 17th day of February 2026.

Adopted by roll call vote as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr., Village President

PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Clerk

EXHIBIT A

Planning and Zoning Commission Report

Docket PZ 26-02

Ernie's Resubdivision (909 S. Milwaukee Avenue)

EXHIBIT B

Plat - Ernie's Resubdivision (909 S. Milwaukee Avenue)

ERNIE'S RESUBDIVISION

of

Lot 1 in Ernie's Subdivision of part of the Norrtheast Quarter of Section 15, Township 43 North, Range 11, East of the Third PrincipalMeridian, in Lake County, Illinois

Space Reserved for Recorder

CURRENT P.I.N.= 15-15-201-003

Send Tax Bills to:
Ernie's Wrecker Service
909 S Milwaukee Avenue
Vernon Hills IL 60061-3193

N
W E
S

The Meridian is assumed but reflects the record Subdivision or Deed, except when noted.

0 40 80
Scale: 1"= 40 ft.

Prepared for:

Mark C. Eidenand Assoc, PC
40 Club Circle
Lake Barrington, IL 60010

Order Number: 25-705
Field Work Completed on: 9-8-23
Date: 11-7-25
Revised: 2-12-26 per Realtor Comments

Prepared by:

R E DECKER
PROFESSIONAL LAND SURVEYORS PC
114 E. COOK AVENUE
LIBERTYVILLE, IL 60048
TEL. 847-362-0091
DECKERSURVEY@GMAIL.COM

PROFESSIONAL DESIGN FIRM
R.E. DECKER, P.C.
184-3086
Libertyville, IL
STATE OF ILLINOIS
expires 4-30-25

ERNIE'S RESUBDIVISION

Space Reserved for Recorder

of

Lot 1 in Ernie's Subdivision of part of the Norrtheast Quarter of Section 15, Township 43 North, Range 11, East of the Third PrincipalMeridian, in Lake County, Illinois

Village's Certificates

State of Illinois)
County of Lake)

This is to certify the Board of Trustees of the Village of Vernon Hills, Lake County, Illinois has reviewed and approved this resubdivision this _____ day of _____, A.D. 20_____.

Signed: _____ Name: _____
Village President

Attest: _____ Name: _____
Village Clerk

State of Illinois)
County of Lake)

I,_____ , Engineer for the Village of Vernon Hills, do hereby certify that I have reviewed and approved this Plat of Resubdivision.

Dated this _____ day of _____, A.D. 20 _____.

Signed: _____
Village Engineer

State of Illinois)
County of Lake)

I, _____, Clerk for the Village of Vernon Hills do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have been apportioned against the tract of land in the annexed plat.

Dated this _____ day of _____, A.D. 20 _____.

Signed: _____
Village Clerk

County Clerk

State of Illinois)
County of Lake)

I, _____, County Clerk of Lake County, Illinois, do hereby certify that there are no delinquent general taxes, unpaid currentgeneral taxes, delinquent special assessments or unpaid current special assessments against any of the land included described property. I further certify that I have recieved all statutory fees in connection with the plat.

Given under my hand and seal of the County of Lake at Waukegan, Illinois, this _____ day of _____, A.D. 20 _____.

Signed: _____
County Clerk

I.D.O.T. Certificate

State of Illinois)
County of Cook)

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to Section 2 of "An Act to Revise the Law in Relation to Plats", as amended. A Plan that meets the requirements contained in this Department's "Policy on Permits for Access Driveway to State Highways" will be required by the Department.

Dated this _____ day of _____, A.D. 20_____.

Signed: _____ Name: _____
District Engineer

Surveyor's Certificate

State of Illinois)
County of Lake)

This is to certify that I, Richard G. Pavletic, Illinois Professional Land Surveyor No. 3261 has surveyed and subdivided the following described property:

LOT 1 IN ERNIE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 2000 AS DOCUMENT 4617497, IN LAKE COUNTY, ILLINOIS

Upon inpection of FIRM Rate Map Community Panel No. 17097C0258-Kwith an effective date of September 18, 2013 the subdivision shownhereon lies within a Zone "X" Area outside of the 500 year Flood Plain.

I further certify that this subdivision lies within the corporate limits of the Village of Lake Bluff which has adopted a City Plan and is exercising the Special Powers authorized by Division 12 of Article 11 of the Illinois Municipal Code.

Given under my hand and seal at Libertyville, Illinois this ___ day of _____, A.D. 20___.

Signed: _____
Professional Land Surveyor No. 3261

Owner's Certificate

State of Illinois)
County of Lake)

Wintrust Asset Management Co., N.A. as Successor Trustee to Lake Forest Bank and Trust, under a Trust Agreement dated December 5, 2000, and known as Trust 1240, does hereby certify that, as such Trustee, said Trust is the legal title holder of the lands described in the Surveyor's Certificate.

Said Trust does hereby reserves for the public or applicable governmental body, as the case may be, all utility easements, to the extent indicated on this plat; and also hereby reserves to the Village and the County of Lake all utility easement rights specified herein.

Dated this _____ day of _____, A.D. 20_____ at: 727 N. Bank Ln., Lake Forest, IL 60045

Signed: _____ Name: _____ Title: _____

Attest: _____ Name: _____ Title: _____

State of Illinois)
County of Lake)

I, _____ , a Notary Public in and for said County in the State aforesaid, do hereby certify that , is personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instruement in their capicity as Officers of Lake Forest Bank and Trust, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, A.D. 20_____.

Signed: _____
Notary Public

An easement for serving the subdivision and other property with sanitary sewer and water service is hereby reserved for and granted to:

The Owners of Record of Lots 1 and 2 their respective licensees, successors, and assigns, jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, conduits, manholes, pipes, vaults, shutoffs and other facilities used in connection with underground and surface transmission and distribution of sewerage and potable water under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similar designation), together with the rights to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantee's facilities or in, upon or over the property within the dashed or dotted lines (or simliar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E." (or similiar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

Prepared for:
Mark C. Eiden and Assoc, PC
40 Club Circle
Lake Barrington, IL 60010

Order Number: 25-705
Field Work Completed on: 9-8-23
Date: 11-7-25
Revised: 2-12-26 per Realtor Comments

Prepared by:
R E DECKER
PROFESSIONAL LAND SURVEYORS PC
114 E. COOK AVENUE
LIBERTYVILLE, IL 60048
TEL. 847-362-0091
DECKERSURVEY@GMAIL.COM

PROFESSIONAL DESIGN FIRM
R.E. DECKER, P.C.
184–3086
Libertyville, IL
STATE OF ILLINOIS
expires 4–30–25

VILLAGE OF VERNON HILLS
RESOLUTION 2026-006

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION MANAGER CONTRACT WITH LEOPARDO CONSTRUCTION (AIA A133-2019) FOR THE CONSTRUCTION OF THE POLICE STATION ADDITION AND RENOVATIONS PROJECT AND RIDERS TO THE A133 CONTRACT AND TO THE (A201) GENERAL CONDITIONS

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois ***("the Village")*** is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the President and Board of Trustees desire to maintain and improve the Village's facilities; and

WHEREAS, the Board of Trustees has determined that the Police Station does not fully meet the needs and demands of the Village's Police Department staff or Village residents and will not meet such needs and demands in the future; and

WHEREAS, the Board of Trustees has determined that a new Police Station should be constructed to better service the residents of the Village, now and in the future; and

WHEREAS, the Village received eight proposals for construction management services and determined Leopardo Construction to be the most qualified applicant; and

WHEREAS, the Village desires to waive the competitive bidding process and extend a contract with Leopardo Construction for the construction of a new Police Station; and

WHEREAS, the contract with Leopardo Construction will also include pre-construction services in the amount of $30,000; and

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, AS FOLLOWS:

SECTION 1: That under the authority vested in the corporate authorities of the Village of Vernon Hills through the statutes of the State of Illinois, the corporate authorities of the Village of Vernon Hills have determined that it is necessary and desirable for the Village of Vernon Hills to waive competitive bidding and to enter into a contract to retain the services of Leopardo Construction as Construction Manager who will coordinate and manage the construction of the new Police Station.

SECTION 2: That the President and Board of Trustees find that the construction of the new Police Station set forth herein is necessary and desirable for the residents of the Village of Vernon Hills.

SECTION 3: That the Village Manager is hereby authorized to execute the Construction Manager Contract (A133) and Riders to the A133 Contract and A201 General Conditions attached hereto as Exhibits A and B respectively. The executed document shall be in substantial conformity with the document attached with all final changes subject to the approval of the Village Manager and attorney.

SECTION 4: This Resolution shall be known as Resolution Number 2026-006.

Dated the 17th day of February 2026.

Adopted by roll call vote as follows:

AYES:
NAYS:
ABSENT AND NOT VOTING:

_____
Thom Koch, Jr, Village President

PASSED:
APPROVED:
ATTEST:

_____
Kevin Timony, Village Manager/Clerk

Exhibit A
Construction Manager Contract (AIA A133)

SEE ATTACHED

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061

and the Construction Manager:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

Vernon Hills Police Station Addition and Renovations
740 and 754 Lakeview Parkway
Vernon Hills, Illinois 60061

The Architect:
(Name, legal status, address, and other information)

FGM Architects Inc.
1 Westbrook Corporate Center, Suite 1000
Westchester, Illinois 60154

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that

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User Notes: (68ed110cff76f077366e5ec0)

such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. All references to AIA Document A201-2017 General Conditions of the Contract for Construction as well as AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price shall refer to the modified forms of these documents as agreed to by the Owner and Construction Manager.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1 Preconstruction Phase

§ 3.1.1 Subcontractors and Suppliers

All construction Work on the Project shall be performed by Contractors and Subcontractors that have been awarded contracts through the public bidding procedures for public construction projects as set forth in the Illinois Compiled Statutes, 65 ILCS 5/8-9-1.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of

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the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

Construction Manager shall establish procedures to require all Subcontractors and their Subcontractors to comply with all federal, state, and local laws, statutes, ordinances and rules and regulations including but not limited to the Illinois Prevailing Wage Act and the Illinois Human Rights Act. Subcontractors and their Subcontractors must have sexual harassment policies in place and agree that their contracts shall be performed in compliance with all other applicable requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Subcontractors and their subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Construction Manager shall maintain, and establish procedures that require that the subcontractors and their Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Subcontractors and their subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Subcontractors and their subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under their contracts.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or

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reference an exhibit attached to this document
(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The actual amount of the Contingency will be presented to the Owner for approval along with the Guaranteed Maximum Price. To the extent any amount of the Contingency is allocated toward actual construction costs the Owner's designated representative shall not unreasonably delay or unreasonably withhold any such required approval for the use of the Contingency recommended by the Contractor. The Contractor will provide an accounting of funds used and distributed to Subcontractors. A log will be provided to the Owner on a weekly or bi-monthly basis.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon

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assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Owner is a public body and as such is exempt from all sales and excise taxes; therefore, no tax amounts shall be included in the Guaranteed Maximum Price.

§ 3.2.10 Public Competitive Bidding Required

Following public bidding of all subcontract trade packages, and acceptance by the Owner of the lowest responsive and responsible bidders, the final Guaranteed Maximum Price shall be established in writing by the Construction Manager. All such public bidding shall be obtained by the Construction Manager in compliance with Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1. After the Construction Manager obtains and bids for construction Work on the Project, the Construction Manager shall enter into Contracts with those accepted lowest responsible bidders. All Contracts and other appropriate agreements for construction Work on the Project shall incorporate the terms and conditions of the agreement between the Owner and Construction Manager relating to the performance of construction Work on the Project.

§ 3.3 Construction Phase
§ 3.3.1 General
§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration
§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner may designate a liaison between the Village Board and the Construction Manager to facilitate the administrative and day-to-day management issues relating to the Project. The Construction Manager acknowledges that the Owner is an Illinois public body that can only be contractually bound by an affirmative vote of the Board of Trustees of the Village of Vernon Hills. The Owner shall not unreasonably delay its vote to approve or disapprove

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necessary items in relation to the completion of this Project.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and interest on late payments shall be charged pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The Owner and Construction Manager shall negotiate in good faith to work out a mutually agreeable payment schedule consistent with the above referenced Act.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project. The percentage rate to be included in Section 6.1.5 must be agreed upon by the parties.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017 as amended by the parties, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages of any workers employed by Construction Manager for any required general conditions work on the Project directly related to and furtherance of the Construction Manager's exercise of its professional constructional management services on the Project.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. In response to a properly submitted and approved application for payment and required lien waivers from each of the respective Subcontractors performing Work on the Project, the Construction Manager shall make the appropriate construction progress payments to each of the respective Subcontractors upon receipt of the required funds from the Owner. Construction Manager shall make payment to the eligible Subcontractors within three (3) days of receipt of such funds from the Owner provided required lien waivers have been received.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 2 No costs shall be allowed for taxes for materials incorporated into the building because the Owner is exempt from federal, state and local sales and excise taxes because it is a public body.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Paragraph Deleted

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or

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anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates

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for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. The Construction Manager in cooperation with the Architect, shall provide with each Application for Payment, a properly completed Affidavit setting out, under oath, the name, address and amount due or to become due to each Contractor and/or any other appropriate party included in that payment. For every party listed, the Construction Manager shall also provide a full or partial waiver of lien, as appropriate, prior to the subsequent payment request being processed by the Owner. The Construction Manager's partial or final waiver of lien must be included. Payment Certificates shall not be issued without such mechanic's lien waivers and sworn Certificates shall not be issued without such mechanic's lien waivers and sworn statements unless they are conditioned upon receipt of such waivers and statements.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 The Owner, upon receipt of Applications for Payment, shall make payment in conformance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

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.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

The Construction Manager's General Conditions including time and material work required, insurance and fee are exempt from retainage.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and

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approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

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§ 11.3 Interest
Payments due and unpaid under the Contract shall bear interest pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).
(Insert rate of interest agreed upon, if any.)

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ARTICLE 12 DISPUTE RESOLUTION
§ 12.1 Paragraph deleted

§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. This Agreement shall be governed by Illinois and venue for all legal dispute shall be fixed in Lake County, Illinois.

ARTICLE 13 TERMINATION OR SUSPENSION
§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment
§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

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.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 Paragraph deleted

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:
.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections

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6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or

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proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

§ 15.3 All references to AIA Document A201-2017 General Conditions of the Contract for Construction ("General Conditions") contained in this Agreement shall be interpreted to mean the modified form of such General Conditions as agreed by the parties.

§ 15.4 Certification to Enter into Public Contracts. Construction Manager certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Construction Manager shall execute the attached Certification at EXHIBIT "1".

§ 15.5 Payments to the Illinois Department of Revenue. Construction Manager certifies that it is not delinquent in the payment of any taxes to the Illinois Department of Revenue. Construction Manager shall execute the attached Certification at EXHIBIT "2".

§ 15.6 Illinois Drug Free Workplace Act. In the event the Construction Manager has twenty-five (25) or more employees at the time of the execution of this Agreement, Construction Manager agrees to provide a drug-free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq. Construction Manager shall execute the attached Certification at EXHIBIT "3".

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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EXHIBIT 1

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____ (name), certify that I am employed as the _____ (title) of _____., and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

_____
Firm Name

By: _____
Name/Title

_____
Signature

SUBSCRIBED AND SWORN to before me this _____ day _____, 2026.

_____
Notary Public

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EXHIBIT 2

TAX COMPLIANCE CERTIFICATION

Illinois Department of Revenue – Tax Compliance
_____ , having submitted a proposal for CONSTRUCTION MANAGEMENT SERVICES to the Village of _____, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of

Subscribed and sworn to
Before me this ____ day of
_____, 2026.

_____
Notary Public

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EXHIBIT 3

CERTIFICATION OF COMPLIANCE – DRUG FREE WORKPLACE ACT

I, _____, an authorized agent, do hereby certify that

_____

□ Has twenty-five (25) or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq., shall provide a drug free workplace for all employees engaged in the performance of work under the Contract to which this Certification is attached by complying with the requirements of the Illinois Drug Free Workplace Act. I further certify that _____. is not currently prohibited or otherwise debarred from entering into this Contract as a result of a violation of a violation of the Drug Free Workplace Act.

□ Has less than twenty-five (25) employees at the time of the execution of the Contract.

_____

By: _____
Name/Title

_____
Signature

Subscribed and sworn to
before me this _____ day
of _____, 2025.

_____
Notary Public

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Exhibit B
Riders to: Construction Manager Contract (AIA -A133)
And General Conditions (AIA-A201)

SEE ATTACHED

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Vernon Hills Police Station Addition and Renovations
740 and 754 Lakeview Parkway
Vernon Hills, Illinois 60061

THE OWNER:
(Name, legal status and address)

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061

THE ARCHITECT:
(Name, legal status and address)

FGM Architects Inc.
1 Westbrook Corporate Center, Suite 1000
Westchester, Illinois 60154

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. Also included as part of the Contract Documents are the following documents: Executed Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA Document A133, 2019 Edition, as modified); Owner's Rider to the Standard Form of Agreement; the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition (as modified by this Rider); Supplementary Conditions of the Contract for Construction; required Performance and Payment Bonds; Certificate of Eligibility to Enter into Public Contract; and required insurance Certificates.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of

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Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The _____of the Village of Vernon Hills or his designee shall be designated as the Village's liaison between the Vernon Hills Board of Trustees and the Contractor. This designation is being made for purposes of facilitating the administrative and day-to-day management issues relating to the Project. In dealing with the Owner's liaison, the Contractor acknowledges that the Owner is an Illinois public body that can only be bound by an affirmative vote of the Board of Trustees of the Village of Vernon Hills, Illinois. The Owner agrees to not unreasonably delay its vote to approve or disapprove necessary items in relation to the completion of the Project. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Owner is a public body and, as such, mechanics' liens may be filed only against public funds and not against public property.

§ 2.2 Evidence of the Owner's Financial Arrangements
§ 2.2.1 Paragraph deleted

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 Paragraph deleted

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner
§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the

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Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The exercise of this right shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for site safety.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become

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generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

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§ 3.4 Labor and Materials

§ 3.4.0 The Contractor and its Subcontractors shall pay to all laborers, workman and mechanics performing work under the Contract, where applicable, not less than the prevailing rate of wages determined by the Illinois Department of Labor in accordance with the Prevailing Wage Act (820 ILCS 130/1 et seq.). It is the Contractor's sole responsibility and duty to insure that any revision in the prevailing wage rates during the course of the Project will be reflected in payment from the Contractor and each Subcontractor to each worker where the change is applicable. Contractor shall comply with all applicable provisions of this Act, including providing certified payrolls to the Owner. Revisions in the prevailing hourly wage rates affecting this Contract may be made by the Department of Labor and are available on the Department's official website. All bonds provided by the Contractor under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1.et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. In material and workmanship for one (1) year from the date of Final Completion at a minimum, unless otherwise specified, and deficiencies shall be corrected in accordance with Section 12.2.2.1. Such warranty does not preclude the Owner's right to bring an action for breach of this Contract. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall have an obligation to inform the Owner of known deficiencies or inconsistencies in the materials planned to be used during the course of construction.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is exempt from federal, state and local sales and excise taxes because it is a public body.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work, including, but not limited to, those pertaining to hazardous materials, and the following:

.1 Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);

.2 Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

.3 Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2 101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2 105 of that Article and Act, as further described in Section 13.9 of this Agreement;

.4 Comply with the Americans with Disabilities Act (except that Contractor shall no obligation for noncompliant design);

.5 Comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.); and

.6 Comply with the requirements of the Illinois Human Rights Act.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents prepared by the Architect are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor performs Work knowing it to be contrary to applicable law, statutes, ordinances, rules and regulations, or lawful orders of public authorities, or if the Contractor should have reasonably recognized, within construction industry standards, that such Work was performed contrary to applicable laws, statutes, ordinances, rules and regulations or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

Unless otherwise noted, If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and

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all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a full-time competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the

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Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

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other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses when more than three submissions of any item is required due to the fault of the Contractor.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Building and building exterior walks and paving shall be left broom clean.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents, and officers, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 Compliance with Governmental Regulations

§ 3.19.1 Contractor shall comply with all applicable governmental ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act and hereby agrees that the Contractor will establish procedures to require that the Contractor and its Subcontractors shall have written sexual harassment policies in place and shall not engage in any prohibited form of discrimination in employment as defined in that Act including maintaining policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. They also shall comply with all the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act and shall place statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Agreement.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to observe the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify as reviewed with and approved by the Owner the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract

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Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction or to property of the Owner its officers, agents, employees, or subcontractors or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 The Contractor shall require its Subcontractors to name the Owner and Contractor as additional insureds on the Subcontractors general liability insurance policies and to require them to file certificates of insurance with Owner and Contractor showing such compliance prior to commencing Work on the Project.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.0 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order of a minor Change in the Work. No change orders shall be issued for the work under this Contract which authorize or necessitate an increase or decrease in the cost of the Contract by a total of $10,000 or more or in the time of completion by a total of twenty (20) calendar days or more unless a written determination that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was signed, the change is germane to the original contract as signed or the change order is in the best interest of the Owner, is made by the Owner or a duly authorized designee of the Owner.

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and

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Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor understands that a Change Order to the Contract which increases or decreases the cost by $10,000 or more, or the time of completion by 30 days or more, will require written documentation by the Owner that the change was necessitated by one of the following:

a) was not reasonably foreseeable at the time the contract was signed
b) was not within the contemplation of the contract as signed
c) is in the best interest of the district or region and authorized by law.

§ 7.2.3 The maximum mark-up for overhead and profit for Contractor and subcontractors is 10% each contractor.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the

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Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time by all proper and appropriate means and unless excused by 8.3.1 of the Agreement,

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including working overtime without additional compensation. Time is of the essence of this Agreement.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 There shall be no recovery for delay except for the Owner if caused by or related in any way to any act or omission of the Contractor.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due of each Subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed, the Contractor shall also provide in accordance with subsection 9.3.3.1 below a full or partial waiver of lien, as appropriate, before a subsequent payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and

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equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. No certificate shall be issued in favor of the Contractor and no payment will be made by Owner for material not actually installed and built into the building without prior written authorization from the Owner.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.3.1 Lien Waivers

A. Partial Lien Waivers

1. The Contractor's notarized partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's notarized partial waiver, and by notarized partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Notarized lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract sum.

B. Final Lien Waivers: The Contractor's request for final payment shall include:

1. The Contractor's notarized Final Lien Waiver in the full amount of the contract.
2. Notarized Final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which notarized final lien waivers have not previously been submitted.

C. Waivers of Lien Listing

1. Each payment application shall be accompanied by a Waivers of Lien Listing showing each waiver, its type, amount and presenter as well as an aggregate sum of total amounts of waivers submitted for each presenter.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made or if Owner and Architect cannot agree on the amount properly due. If the Architect is unable to certify payment

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in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Owner Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or agreed to in negotiations between Contractor and Owner, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. The Owner shall be entitled to deduct from the Contract Sum amounts paid for Architect's additional services and expenses for the Architect to conduct such additional inspections, as long as Contractor is notified that there will be additional expenses prior to inspection.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 Paragraph deleted

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when

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such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 Paragraph deleted

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss including, but not limited to, the following Federal laws:

a) Williams-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.
b) Part 1910 - Occupational Safety and Health Standards Chapter XVII of Title 29, Code of Federal Regulations.
c) Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Contractor's written notice, the Contractor will be permitted to continue to suspend performance of the Contractor's services in the affected area provided, however, that Contractor shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Contractor suspends services for longer than 21 days, the Owner may terminate this Agreement, and the Contractor shall be compensated for services performed prior to the suspension of Contractor's services. Under no circumstances, unless required by law, shall the Contractor report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Contractor is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Contractor, subcontractor or anyone for whose acts they may be liable.

§ 10.3.3 Paragraph deleted

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 Contractor's Insurance and Bonds
§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as

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otherwise described in the Contract Documents. The Contractor shall carry workmen's compensation and public liability insurance in the amounts set forth below in accordance with subparagraph 11.1.1.1 and furnish the Owner with Certificates of Insurance prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Owner. The Contractor shall have the following obligations with regard to insurance coverage for the Work under the Contract:

a. All Certificates of Insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled without at least Thirty (30) Days, Ten (10) Days for non-payment, prior written notice given to the Owner. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Vernon Hills, an Illinois municipal Corporation, and its elected officials, officers, agents and employees as additional insured on a primary and non-contributory basis.

b. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

c. The Contractor shall require that every subcontractor obtain insurance of the same character as that required of Contractor, unless the Owner authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.

d. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

   (1) allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance;

   (2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

   The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Owner.

e. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by Owner in excess of policy limits or not covered by the policies purchased.

f. The Contractor shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

g. The Contractor shall provide insurance acceptable to the Owner.

h. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Owner and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional insured the following:

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(1) The Village of Vernon Hills, an Illinois municipal corporation, and its elected officials, officers, agents and employees.

§ 11.1.1.1 The Contractor shall maintain, at its own expense, the following insurance coverages, insuring the Contractor, its employees, agents and designees. The Owner, its board members, officers and administrators and the Architect and its consultants shall be named as additional insureds on the comprehensive general liability and umbrella liability insurance policies. All property damage liability insurance must be on a replacement coverage basis and also include actual expenses incurred on the loss of use of any such tangible personal property. The insurance shall be placed with insurance companies rated at least A- or better by A.M. Best's Key Rating guide or with other insurance companies acceptable to the Owner, and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to the cancellation, nonrenewal, by endorsement, change in deductible per claim, or change in limits of exclusion of any such policies.

Commercial General Liability Insurance:	
General Aggregate Limit	$5,000,000
Each Occurrence Limit	$3,000,000
Owner, its Board members, officers and administrators and the Architect and its consultants shall be named as Additional Insureds	
Workers Compensation:	
Statutory	
Employers Liability:	
Bodily Injury by Accident	$1,000,000
each accident	
Disease Limit	500,000
policy limit	
Eash Disease	500,000
each employee	
Auto Liability:	
Including Owned, Non-owned and Hired Autos	
Combined Single Limit:	$1,000,000
Umbrella Liability:	
Limit of Liability	$5,000,000

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by

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the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 Notwithstanding any other provision in the Contract Documents, the Owner shall not, in any manner, be deemed or intended to have waived any right of subrogation which either it, or its insurance carrier may have against the Architect, Contractor, Subcontractor or any tier, or any of their employees, agents, consultants, officers and directors.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. This obligation shall survive acceptance of the Work under the Contract and

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termination of the Contract.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Illinois and venue shall be fixed in the Circuit Court of Lake County.

§ 13.1.1 It is hereby stipulated that all laborers, workers and mechanics performing work under the Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Contractor and all Subcontractors and Sub-Subcontractors shall in all other respects comply with the Prevailing Wage Law, Ill. Rev. Stat. 1985, Ch. 48, Section 39S-1 et. seq. in carrying out the work under the Contract. See Illinois Department of Labor Prevailing Wages for Lake County. For current Prevailing Wage Rates, use the link below, then highlight the corresponding county.
https://www2.illinois.gov/idol/Laws-Rules/CONMED/pages/2017-rates.aspx

§ 13.1.2 If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wages as set forth above shall not result in an increase in the contract sum.

§ 13.1.3 No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind under this Contract, by, for, on behalf of, or for the benefit of the Board of Education.

§ 13.1.4 The Contractor indicates by executing the contract he certifies that he is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.

§ 13.1.5 No asbestos containing materials shall be provided in the Work. Contractor shall submit certification at the end of the project attesting that no asbestos containing materials were used on the project.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.)

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§13.6 Certification Required
Contractor must certify that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State or of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. A Certificate of Eligibility to Enter into Public Contracts shall be executed by the Contractor.

§13.7 Tax Certificates and Exemption Numbers
§13.7.1 Owner shall, as part of its undertakings under this Contract, provide to the Contractor all certificates of exemptions and tax exempt numbers needed to entitle Contractor to purchase material and other items to be used on the work or incorporated into the work on a tax exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Contractor shall warrant that all material costs and scheduled values have been calculated so as to give Owner its full benefit of its tax-exempt status, and Contractor shall require that all Subcontracts include a requirement that materials be purchased so as to give Owner the full benefit of its tax exempt status. Owner shall not be liable for, and shall be entitled to a credit against the Contract sum for, any sales tax paid by Contractor or any Subcontractor of any tier which is shown to have been charged to owner as part of the Contract sum, as a component of the schedule of values, as a unit price, or otherwise.

§13.8 No Waiver of Payment
§13.8.1 Notwithstanding any language in the General Conditions or any other Contract Document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

§13.9 Waiver of Lien
§13.9.1 Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering all work performed under the Contract relative to the project. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any such Subcontractors.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents

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with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.
- **.5** declares bankruptcy or if a receiver is appointed.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine. If the suspension, delay or interruption is solely for Owner's convenience and not due to any act or omission of the Contractor, Owner shall extend the Contract Time.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

a) The prevailing party as to any claim dispute brought under this Contract shall be entitled to attorney's fees and costs from the non-prevailing party.

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

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15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on

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the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, through a judicial decision.

§ 15.2.6 A decision by the Initial Decision Maker shall not constitute a waiver by either party to have a claim resolved through judicial decision.

§ 15.2.6.1 Paragraph deleted

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation
§ 15.3.1 Paragraph deleted

§ 15.3.2 Paragraph deleted

§ 15.3.3 Paragraph deleted

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Paragraph deleted
§ 15.4.1 Paragraph deleted

§ 15.4.1.1 Paragraph deleted

§ 15.4.2 Paragraph deleted

§ 15.4.3 Paragraph deleted

§ 15.4.4 Paragraph deleted
§ 15.4.4.1 Paragraph deleted

§ 15.4.4.2 Paragraph deleted

§ 15.4.4.3 Paragraph deleted

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AGENDA
COMMITTEE OF THE WHOLE MEETING
VERNON HILLS VILLAGE BOARD
FEBRUARY 17, 2026

UNLESS DECIDED OTHERWISE BY BOARD ACTION, DISCUSSION AT COMMITTEE OF THE WHOLE LEVEL WILL CONCLUDE AT 10:00 P.M.

1. Call to Order
2. Roll Call
3. Citizens Wishing to Address the Committee
4. Items of Business

   A. APPROVAL OF THE COMMITTEE OF THE WHOLE MEETING MINUTES OF FEBRUARY 3, 2026

   B. DISCUSSION: DISCUSSION: REVIEW OF PLANNING & ZONING COMMISSION RECOMMENDATION, KIRPA RESIDENCE, 31 MONTAUK LANE (CD Dir Jennings)

   C. DISCUSSION: HAWTHORN MALL TOWNHOME DEVELOPMENT, REVIEW OF PLANNING & ZONING COMMISSION RECOMMENDATION (CD Dir Jennings)

   D. DRAFT FY 2027 BUDGET PRESENTATION - GOLF COURSE FUND (VM Timony)

   E. DISCUSSION: ZONING CODE AMENDMENTS, REVIEW OF PLANNING & ZONING COMMISSION RECOMMENDATION (CD Dir Jennings)

5. Adjournment

A CLOSED SESSION IS NOT SCHEDULED

The Village of Vernon Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and require certain accommodations in order to allow them to observe and/or participate in this meeting, or have questions regarding the accessibility of the meeting or the facilities, should contact Executive Secretary, Elizabeth Koehl, at (847) 918-3546 promptly to allow the Village to make reasonable accommodations for those persons.

COMMITTEE OF THE WHOLE MEETING SUMMARY
VERNON HILLS VILLAGE BOARD
FEBRUARY 17, 2026

UNLESS DECIDED OTHERWISE BY BOARD ACTION, DISCUSSION AT COMMITTEE OF THE WHOLE LEVEL WILL CONCLUDE AT 10:00 P.M.

1. Call to Order
2. Roll Call
3. Citizens Wishing to Address the Committee
4. Items of Business

A. APPROVAL OF THE COMMITTEE OF THE WHOLE MEETING MINUTES OF FEBRUARY 3, 2026

B. DISCUSSION: DISCUSSION: REVIEW OF PLANNING & ZONING COMMISSION RECOMMENDATION, KIRPA RESIDENCE, 31 MONTAUK LANE

The petitioner is proposing to construct a second-story addition above the existing garage. In order for the exterior walls of the second level to align with the first floor, the square footage of the addition would result in a total floor area of 2,405 sf (260 sf above the maximum based on the lot size). The Planning and Zoning Commission (PZC) held a public hearing on the petition on February 11th, recommending approval (4-2) subject to conditions. Staff is requesting feedback from the Committee on the topics raised during the public hearing.

C. DISCUSSION: HAWTHORN MALL TOWNHOME DEVELOPMENT, 725 RING DRIVE, REVIEW OF PLANNING & ZONING COMMISSION RECOMMENDATION

Centennial Real Estate, Focus Development, and BSB Design have submitted a petition to amend the Hawthorn Mall PUD to include a 46-unit townhome development. The development would be located in a parking area to the north of the Domaine and west of Perry's Steakhouse. The Planning and Zoning Commission (PZC) held a public hearing on the petition January 21st and continued to February 11th. The Commission recommended approval of the proposed PUD amendment, subject to conditions. The staff memo includes a detailed summary of the revisions made in response to the concerns raised by the Commission at the first meeting. The petitioner will present the plans to the Committee. Feedback from the Committee's review of the plans and the Planning & Zoning Commission recommendation would be used to prepare an Ordinance for the Board's consideration at a future meeting.

D. DRAFT FY 2027 BUDGET PRESENTATION - GOLF COURSE FUND

Representatives from KemperSports will present the Draft FY 2027 Budget for the Vernon Hills Golf Course.

E. DISCUSSION: ZONING CODE AMENDMENTS, REVIEW OF PLANNING & ZONING COMMISSION RECOMMENDATION

Staff has prepared amendments to various sections of the Zoning Code to address conflicts within the code, repetitive issues observed in building permit reviews, and concerns expressed by the community. A concept discussion of these amendments was held with the Committee of the Whole in December. The Planning and Zoning Commission (PZC) held a public hearing on the petition February 11th, and voted to recommend approval with several suggested revisions. Staff will present an update to the Committee, and will request feedback to aid in the preparation of an Ordinance for consideration at a future meeting.

5. Adjournment

A CLOSED SESSION IS NOT SCHEDULED

The Village of Vernon Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and require certain accommodations in order to allow them to observe and/or participate in this meeting, or have questions regarding the accessibility of the meeting or the facilities, should contact Executive Secretary, Elizabeth Koehl, at (847) 918-3546 promptly to allow the Village to make reasonable accommodations for those persons.

VILLAGE OF VERNON HILLS
MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
FEBRUARY 3, 2026

1. President Koch called the meeting to order at 7:36 pm.

2. Roll call indicated the following Board Members present: Trustees Forster, Takaoka, Schenk, Oppenheim, Marquardt, President Koch. Trustee Lundeen gave prior notice that he would not be in attendance. A quorum was established.

   Also, present were: Village Manager Timony, Director of Community Development Jennings, Public Works Director Venatta, Deputy Chief Holubetz, Village Attorney Ferolo, and Recording Secretary Koehl.

3. Citizens Wishing to Address the Committee

   None.

4. Items of Business

   A. APPROVAL OF THE COMMITTEE OF THE WHOLE MEETING MINUTES OF JANUARY 13, 2026

   President Koch called for a motion to approve item A, THE COMMITTEE OF THE WHOLE MEETING MINUTES OF JANUARY 13, 2026.

   Motion by Trustee Marquardt, second by Trustee Forster, to approve item A, THE COMMITTEE OF THE WHOLE MEETING MINUTES OF JANUARY 13, 2026.

   Roll call vote:
   AYES: 6 – Marquardt, Forster, Schenk, Oppenheim, Takaoka, Koch
   NAYS: 0 – None
   ABSENT AND NOT VOTING: 1 – Lundeen
   Motion Carried.

   B. DISCUSSION: SIGN VARIATION REQUEST, US BANK, 175 N. MILWAUKEE AVENUE, REVIEW OF PZC RECOMMENDATION

   Director Jennings gave a presentation on the proposed sign variation. Discussion focused on whether the signage should be limited to tenants of the subject property or whether adjacent properties should also be permitted to advertise on the sign. After discussion with the sign installer and the bank branch manager, the Committee reached consensus to allow the sign to advertise only the tenants of 155 N. Milwaukee Avenue.

   Director Jennings will prepare an ordinance reflecting this decision and present it at a future Village Board meeting for consideration and approval.

5. Adjournment

   President Koch called for a motion to adjourn the Committee of the Whole Meeting and move into closed session to discuss 5 ILCS 120/2 [Sec. 2(c)(21)] Review of Minutes of the Open Meetings Act with no further action to take place.

Motion by Trustee Schenk, second by Trustee Oppenheim, to adjourn the Committee of the Whole Meeting and move into closed session to discuss 5 ILCS 120/2 [Sec. 2(c)(21)] Review of Minutes of the Open Meetings Act with no further action to take place.

Roll call vote:
AYES: 6 – Marquardt, Forster, Schenk, Oppenheim, Takaoka, Koch
NAYS: 0 – None
ABSENT AND NOT VOTING: 1 – Lundeen
Motion Carried.

The Village Board meeting was adjourned at 8:01 pm.

Approved this 17th day of February, 2026.

_____ _____

Kevin Timony, Village Clerk Thom Koch Jr., Village President

MEMORANDUM

To: Committee of the Whole

From: Andrew C. Jennings, Community Development Director

Date: February 17, 2026

Re: Kirpa Residence
31 Montauk Lane
Review of Planning & Zoning Commission Recommendation

Description of Proposal:

The petitioner is proposing to construct a second-story addition above the existing garage. In order for the exterior walls of the second level to align with the first floor, the square footage of the addition would result in a total floor area of 2,405 sf (260 sf above the maximum based on the lot size).

Floor area ratio is a ratio of the usable floor area as compared to the total lot area. By the definition in the zoning code, floor area to calculate FAR excludes porches, garages, basements, and cellars. Attics are also excluded because they are not considered usable living space.

In the review of the supporting documentation supplied by the petitioner, Staff also reviewed Village and County records. It appears that the neighborhood was constructed prior to the introduction of an FAR maximum. Of the models available for the original owners to select from, some had a bonus room above the garage and some did not. This may explain why numerous homes in the area have a full second floor and there are relatively few with FAR variations.

Planning & Zoning Commission Review: Zoning

The Planning and Zoning Commission (PZC) held a public hearing on the petition on February 11th. Several residents of the neighborhood attended the hearing. The following is a summary of the comments, along with responses by the petitioner and commission:

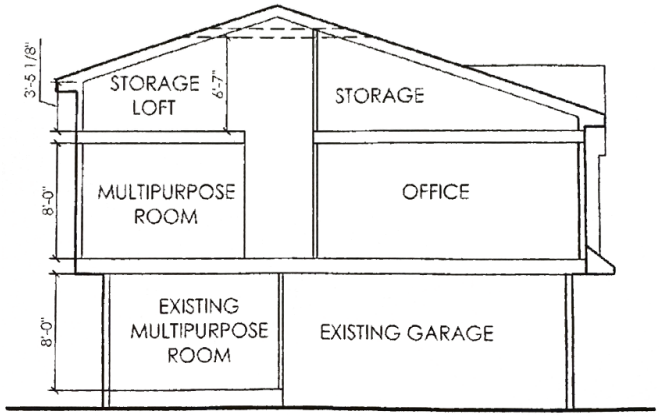
- Concern that addition may be to facilitate a second unit.
  Petitioner response: Current owner is transferring ownership to her daughter. The home has no basement. Daughter has small children and needs additional space. Family living primarily overseas would also have adequate room when visiting.

- Petition has not demonstrated a hardship exists.
  The petitioner's responses to the standards for a variation were read at the hearing. The commissioners discussed the response regarding reasonable return and found that the standard had been met (rear addition cost prohibitive to produce minimal square footage).

- Concern with appearance; roofline of addition not consistent with existing 2nd floor roof.

Petitioner response: the two dimensional front elevation is deceiving. From the side you can see that the ridge is in line with the existing ridge. This means the highest point on the roof is set back. The loft would replace existing "walk-in" storage above the garage and is needed because the home has no basement. The loft can be converted to attic space if needed.

In discussing the petition, the Commission observed that the proposed addition includes usable space in a loft above the multipurpose room. The section view below is the "left" side of the home, showing the existing first level and proposed additional space. The loft would have a permanent ladder, and the unfinished attic (labeled storage on the right side of the drawing) would be accessed through a door in the loft.



It was not clear during the hearing whether the storage loft would be considered "floor area" but it had not been included by the petitioner. The Commission was generally in favor of the FAR variation, but not increasing the extent of the variation for the loft. The Commission voted 4-2 to recommend approval subject to the following conditions:

1. Staff is to verify whether the storage loft is required to be part of the floor area calculation.
2. If the loft is considered floor area, it should be absorbed into the unfinished attic space and not permanently open to the usable living space.
3. The height of the roof should be reduced if it is not related to requested additional floor area.

Staff Comments

Staff has reviewed the building code and zoning sections relevant to the petition and the preliminary determination is that the loft as designed would be included in the floor area calculation. To ensure the extent of the variation remains within the scope of the petition, the loft should be reconfigured to connect with unconditioned attic space. HVAC equipment could still be located above the 2nd floor area without impacting the FAR calculation.

The final condition suggested by the PZC would require the height of the addition to be reduced. The petitioner's testimony during the hearing was that the ceiling height of the 2nd story would be eight feet, the total height of the home would be 27'10" to the ridge, and only the middle of the

attic would be tall enough to stand in (see section sketch above). The petitioner also stated that the two-dimensional drawing of the front elevation makes the house look taller because the ridge of the roof appears in line with the front wall. Staff reviewed existing homes within the neighborhood and observed that there many homes with a comparable height, and with segments of roof at two different heights. The staff sketch below approximates the three-dimensional appearance of the proposed addition in context with the adjacent home:



At the conclusion of the discussion of the Planning and Zoning Commission recommendation, Staff requests direction to prepare an ordinance for consideration at a future Board meeting. Staff is requesting feedback on the following topics:

1. Loft configuration. It appears that the loft would need to be reconfigured as attic space for the FAR to remain consistent with the original petition. Staff intends to speak with the petitioner regarding the loft prior to the meeting with the Committee.

2. Building height. The PZC recommendation was to reduce the attic height if the loft feature is removed. If the Committee is in favor of the variation, the consensus of the Committee regarding the height of the home is needed in order to prepare an ordinance.

Attachments:

- Exhibit A – FAR of existing homes in neighborhood
- Floor Plans and Elevations, Daria Mangas architect, last revised November 14, 2025

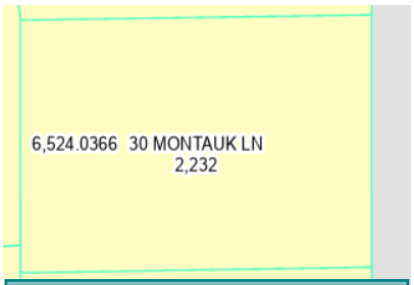
EXHIBIT A

31 Montauk Ln
Variance Request

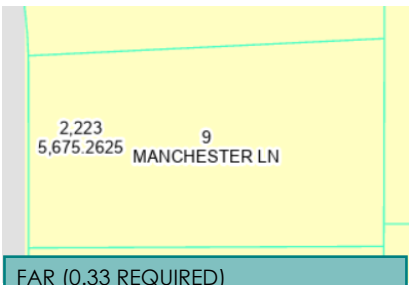


31 Montauk Ln - subject property

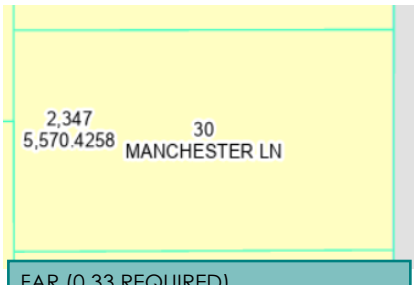
adjacent properties with FAR above code requirement



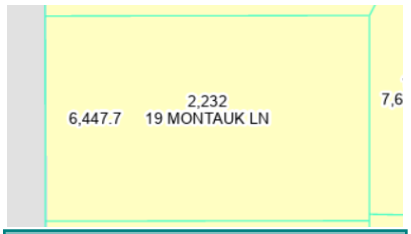
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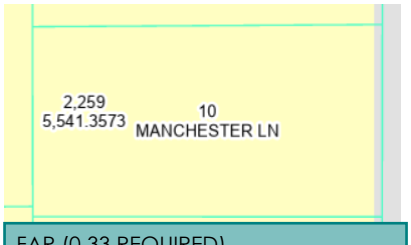
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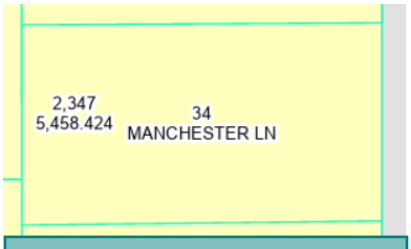
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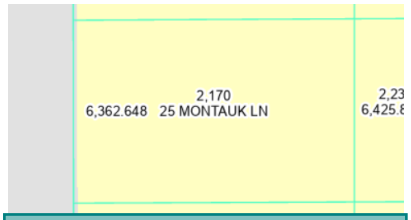
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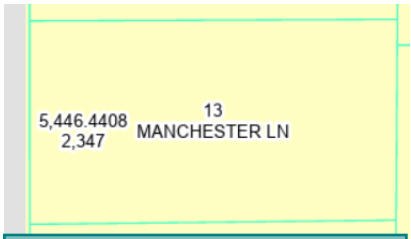
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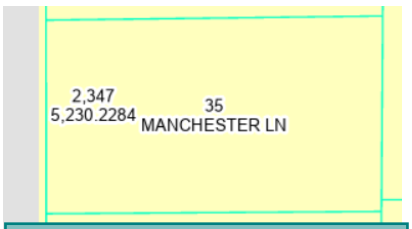
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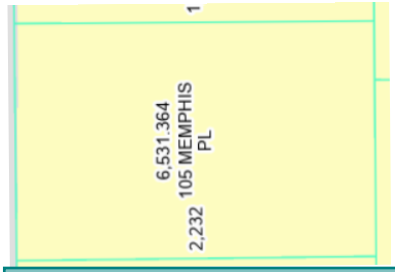
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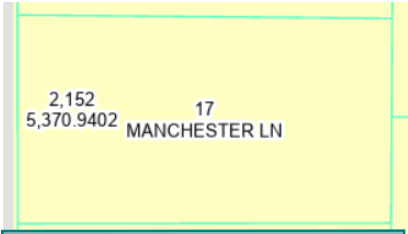
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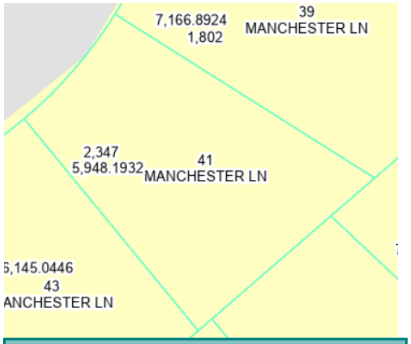
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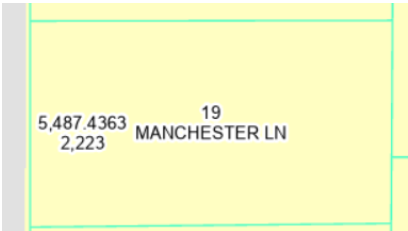
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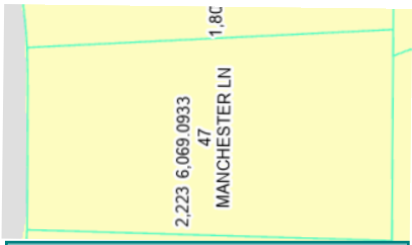
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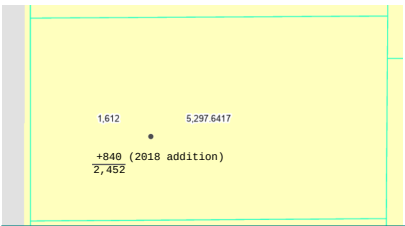
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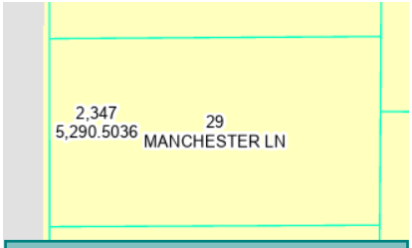
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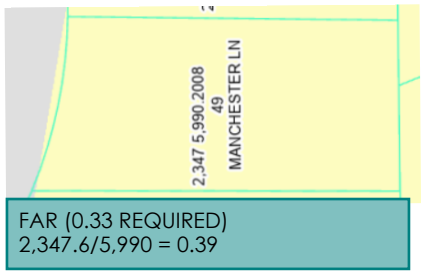
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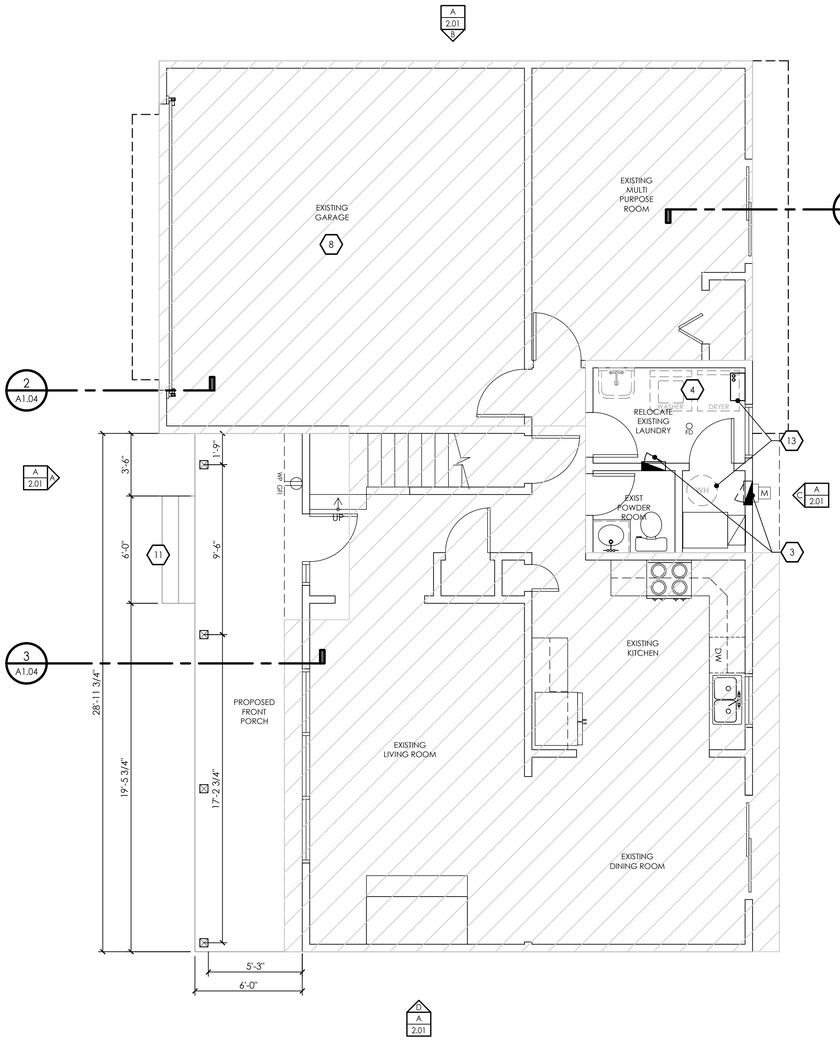
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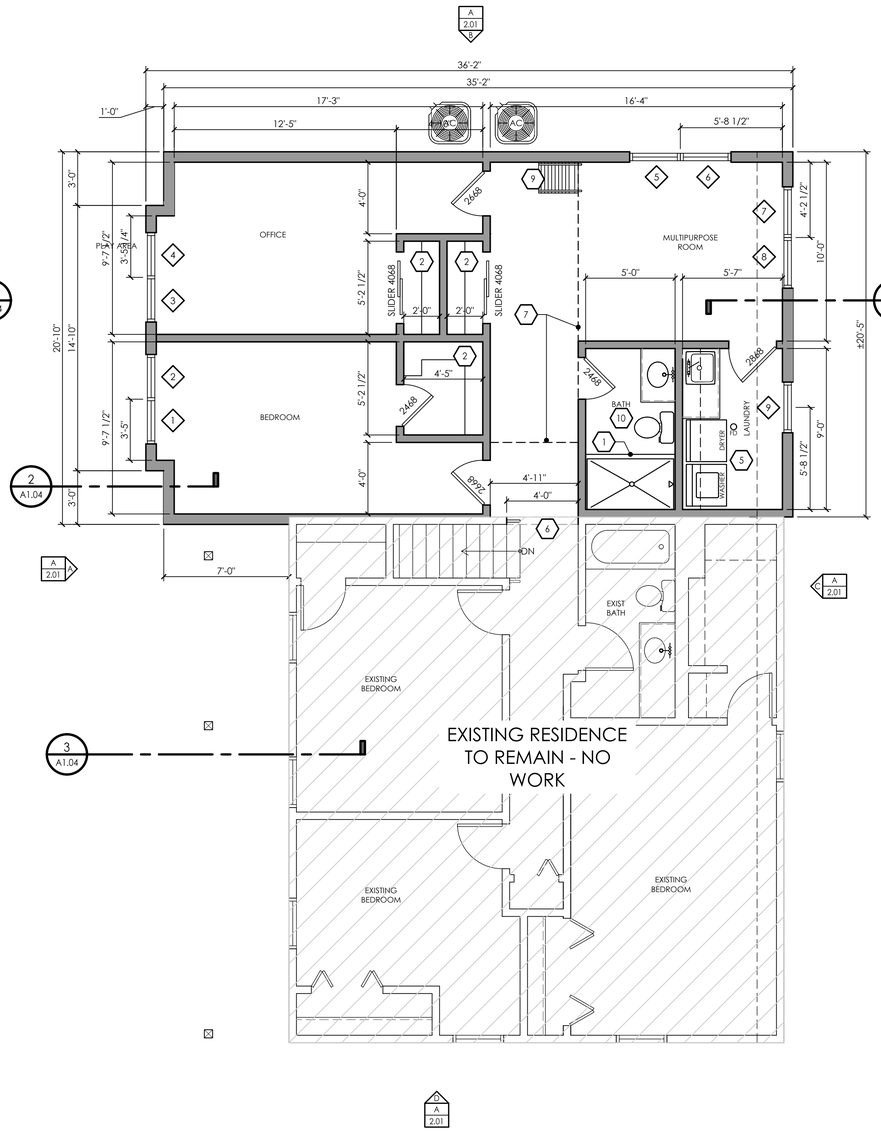


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1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"

1 A1.01



2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

2 A1.01

KEYNOTES

1. TEMPERED GLASS SHOWER DOOR. SEE CURB DETAIL
2. CARPENTER BUILT SHELVING
3. EXISTING ELECTRIC METER TO REMAIN. REPLACE EXISTING 100AMP PANEL WITH NEW 200AMP PANEL. RELOCATE AS SHOWN TO PROVIDE PROPER 2'-6" x 3'-0" CLEARANCE IN FRONT OF THE PANEL
4. REMOVE EXISTING WASHER AND DRYER TO BE RELOCATED TO 2ND FLOOR AS SHOWN ON FLOOR 2 PLAN. CAP AND ABANDON TO CODE
5. NEW WASHER DRYER AND SINK
6. REMOVE PORTION OF WALL AS SHOWN TO CREATE NEW OPENING TO NEW ADDITION. PROVIDE A 2X12 HEADER AT NEW OPENING
7. LINE OF LOFT ABOVE
8. REMOVE GARAGE ROOF, AND CEILING STRUCTURE COMPLETE FOR NEW ADDITION
9. NEW STORAGE LOFT LADDER
10. INTERIOR WALL FINISH AT BATH TO BE SMOOTH, HARD, NON ABSORBENT SURFACE TO A MIN. OF 6'-0" ABOVE THE FLOOR. IF GWB TO BE USED AS A BASE FOR TILE OR OTHER MATERIAL, IT MUST BE MANUFACTURED FOR SUCH USE.
11. STAIRS: MIN. TREAD WIDTH IS 10" NOSE-TO NOSE, MAXIMUM RISER HEIGHT IS 7 3/4", AND MIN. HEADROOM IS 6'-8" NO REQUIREMENT FOR RAILING FOR RESIDENTIAL STAIRS WITH A HEIGHT LESS THAN 30" AND 3 OR LESS STEPS.
12. PROVIDE (1) LAYER EACH SIDE OF 5/8" 'FIRECODE C' GYPSUM WALL BOARD ON INTERIOR WALLS (UL DES U305) & (1) LAYER ON CEILING AND CEILING BELOW (UL DES L501) - TAPED COMPLETELY (OR APPROVED 1 HOUR RATED UL LISTED EQUAL.)
13. REMOVE EXISTING WATER HEATER TO BE REPLACED WITH NEW TANKLESS HEATER - SEE SPECIFICATIONS OF NEW WATER HEATER ON SHEET M1.02. PROVIDE AN INTAKE AN EXHAUST FOR HOT WATER HEATER AND FURNACE IF ONE IS NOT PROVIDED

GENERAL NOTES:

1. ALL INTERIOR WALLS TO BE 2X4 WOOD STUDS @ 16" O.C. U.N.O.
2. ALL PLUMBING/WET WALLS TO BE 2X6 WOOD STUD @ 16" O.C.
3. WHERE WALLS OR CEILINGS EXCEED 30FT IN EITHER DIRECTION INSTALL DRYWALL CONTROL JOINTS
4. PROVIDE 26GA GI FLASHING AS FOLLOWS:
   a. WINDOW AND DOOR DRIP CAPS
   b. AT WALL THROUGH WALL OPENINGS
   c. AT ALL WALL THROUGH ROOF INTERSECTIONS
   d. AT ALL ROOF VALLEYS
5. FIRESTOP MECHANICAL PENETRATIONS, STUD, JOIST AND RAFTER SPACES TO MEET CODE REQUIREMENTS
6. VERIFY ALL DIMENSIONS AND SITE CONDITIONS IN THE FIELD PRIOR TO THE COMMENCEMENT OF ANY WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES AND OBTAIN CLARIFICATION PRIOR TO COMMENCING ANY WORK.

SEE SHEET A0.02 FOR LEGEND AND ADDITIONAL GENERAL NOTES

FIRESTOPPING

FIRESTOP MECHANICAL PENETRATIONS, STUD, JOIST AND RAFTER SPACES TO MEET CODE REQUIREMENTS.

VERIFY ALL DIMENSIONS AND SITE CONDITIONS IN THE FIELD PRIOR TO THE COMMENCEMENT OF ANY WORK.
NOTIFY ARCHITECT OF ANY DISCREPANCIES AND OBTAIN CLARIFICATION PRIOR TO COMMENCING ANY WORK.

dp
dariamangas@gmail.com
p: 847.637.6176

2ND STORY ADDITION

31 Montauk Ln
Vernon Hills, IL 60061

DESCRIPTION:	DATE:	
REVIEW	10.24.25	
PERMIT	10.30.25	
REVISION 1	11.14.25	

LICENSED ARCHITECT
DARIA MANGAS
001.025814
STATE OF ILLINOIS

EXPIRES 11.30.26
10.25.25

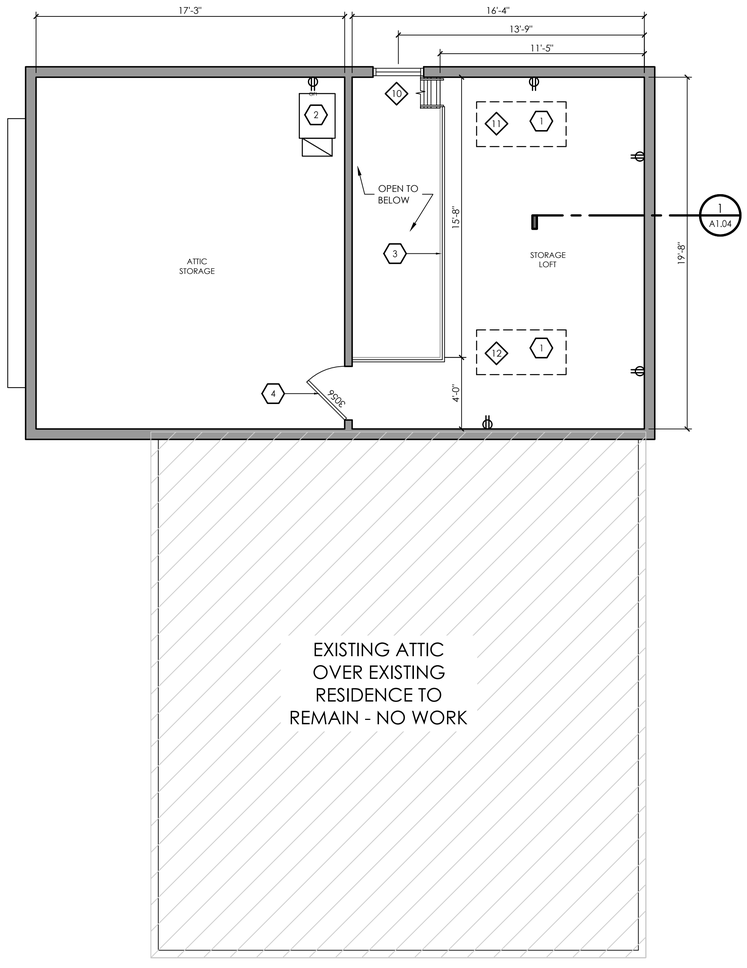
PROJECT NO: 25.022
SHEET NO:

A1.01

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SHEET TITLE:	FLOOR PLANS		
DRAWN BY:	dm	CHECKED BY:	dp

0 1 2 3 4 5
WHEN SHEET IS PRINTED CORRECTLY, THE ABOVE SCALE IS IN 1" INCREMENTS



LOFT/ATTIC PLAN

SCALE: 1/4" = 1'-0"

1 / A1.02

0 1 2 3 4 5

WHEN SHEET IS PRINTED CORRECTLY, THE ABOVE SCALE IS IN 1" INCREMENTS

KEYNOTES

1. SKYLIGHT TO ADHERE TO ENERGY CODES AS LISTED ON THE COVER SHEET
2. NEW FURNACE TO SERVE 2ND STORY. PROVIDE PROPER DISPOSAL OF CONDENSATE, FRESH AIR FOR COMBUSTION, AND CLEARANCES AS REQUIRED BY MANUFACTURER
3. 42" HIGH GUARDRAIL WITH BALUSTER SPACING NOT TO ALLOW 4" SPHERE TO PASS THROUGH
4. VERIFY FINAL DOOR SIZE IN FIELD. DOOR TO BE CAPABLE OF FULLY OPENING.

GENERAL NOTES:

1. ALL INTERIOR WALLS TO BE 2X4 WOOD STUDS @ 16" O.C. U.N.O.
2. ALL PLUMBING/WET WALLS TO BE 2X6 WOOD STUD @ 16" O.C.
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5. FIRESTOP MECHANICAL PENETRATIONS, STUD, JOIST AND RAFTER SPACES TO MEET CODE REQUIREMENTS
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SEE SHEET A0.02 FOR LEGEND AND ADDITIONAL GENERAL NOTES

FIRESTOPPING

FIRESTOP MECHANICAL PENETRATIONS, STUD, JOIST AND RAFTER SPACES TO MEET CODE REQUIREMENTS.

VERIFY ALL DIMENSIONS AND SITE CONDITIONS IN THE FIELD PRIOR TO THE COMMENCEMENT OF ANY WORK.
NOTIFY ARCHITECT OF ANY DISCREPANCIES AND OBTAIN CLARIFICATION PRIOR TO COMMENCING ANY WORK.

dp

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2ND STORY ADDITION

31 Montauk Ln
Vernon Hills, IL 60061

DESCRIPTION:	DATE:	
REVIEW	10.24.25	
PERMIT	10.30.25	
REVISION 1	11.14.25	

LICENSED ARCHITECT
DARIA MANGAS
001.025844
STATE OF ILLINOIS

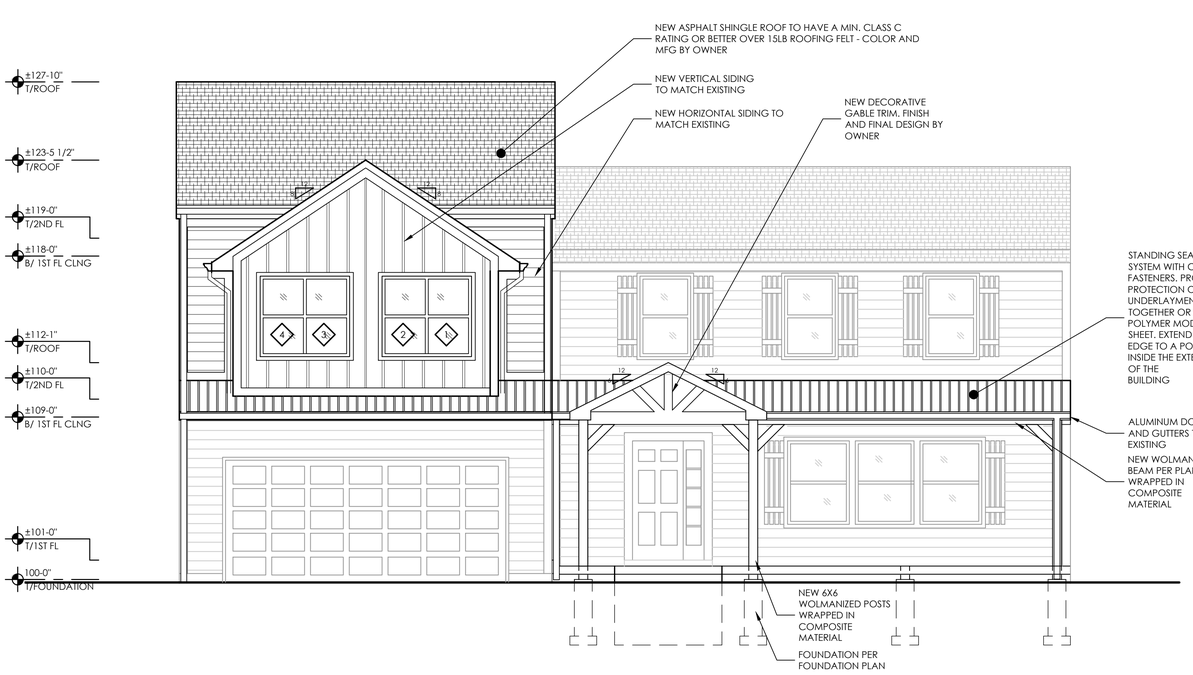
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10.25.25

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SHEET NO: A1.02

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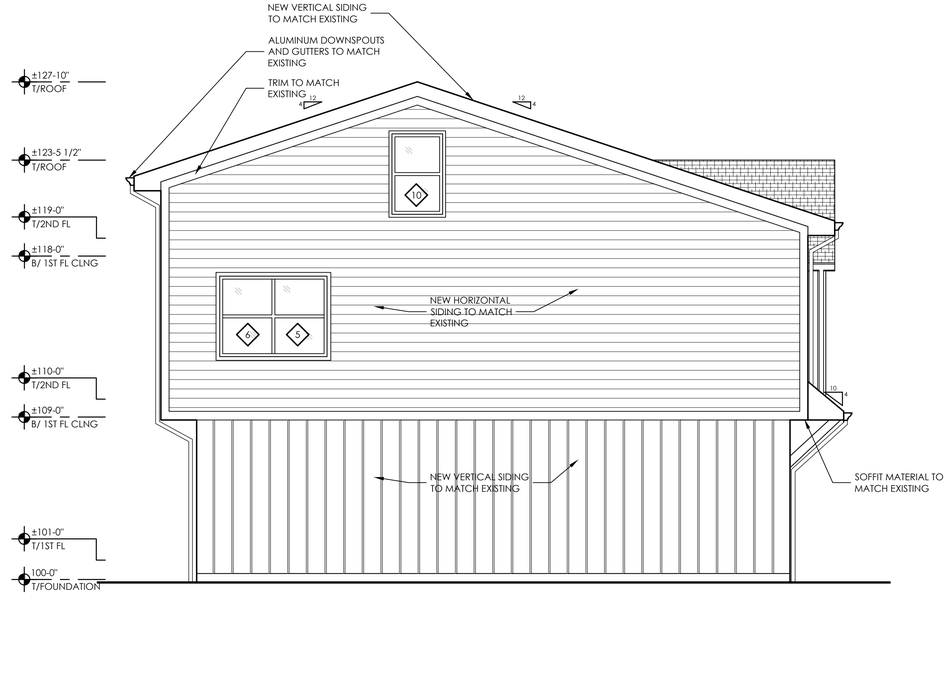
SHEET TITLE:	FLOOR PLANS		
DRAWN BY:	dm	CHECKED BY:	dp



WEST ELEVATION

SCALE: 1/4" = 1'-0"

A / A2.01

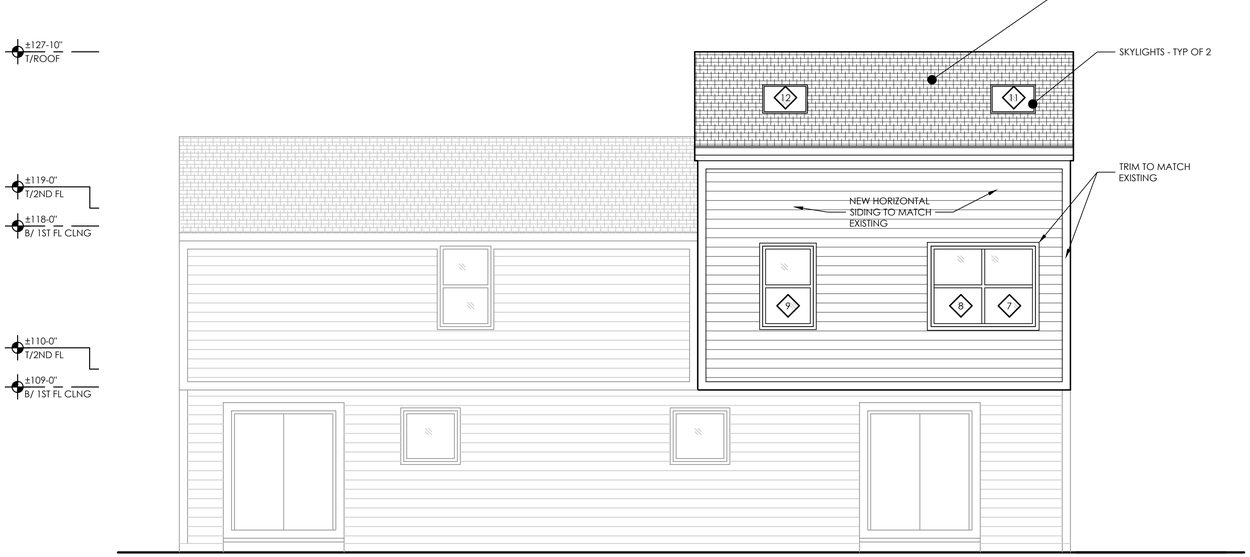


NORTH ELEVATION

SCALE: 1/4" = 1'-0"

B / A2.01

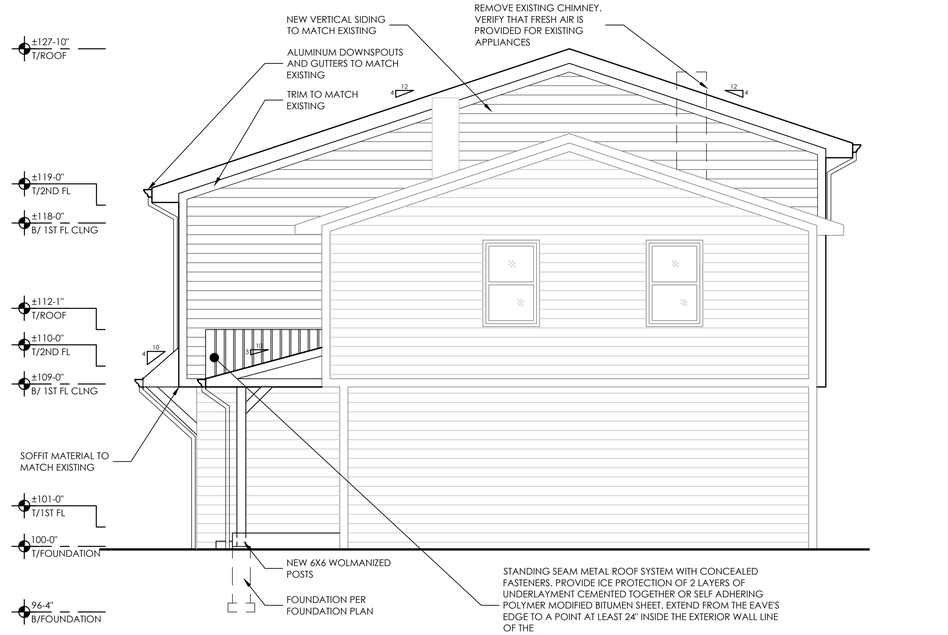
ALL EXTERIOR WOOD TO BE WOLMANIZED



EAST ELEVATION

SCALE: 1/4" = 1'-0"

C / A2.01



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

D / A2.01

0 1 2 3 4 5

WHEN SHEET IS PRINTED CORRECTLY, THE ABOVE SCALE IS IN 1" INCREMENTS

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SHEET TITLE:	EXTERIOR ELEVATIONS		
DRAWN BY:	dm	CHECKED BY:	dp

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p: 847.637.6176

2ND STORY ADDITION

31 Montauk Ln
Vernon Hills, IL 60061

DESCRIPTION:	DATE:	
REVIEW	10.24.25	
PERMIT	10.30.25	
REVISION 1	11.14.25	

LICENSED ARCHITECT
DARIA MANGAS
001.025894
STATE OF ILLINOIS

EXPIRES 11.30.26
10.25.25

PROJECT NO: 25.022

SHEET NO: A2.01

MEMORANDUM

To: Committee of the Whole

From: Andrew C. Jennings, Community Development Director

Date: February 17, 2026

Re: Hawthorn Mall – Townhome Development
725 Ring Drive
Review of Planning & Zoning Commission Recommendation

Description of Proposal

Centennial Real Estate, Focus Development, and BSB Design have submitted a petition to amend the Hawthorn Mall PUD to include a 46-unit townhome development. The development would be located in a parking area to the north of the Domaine and west of Perry's Steakhouse. The homes would be 3 bedroom 2.5 bathroom homes with two-car garages opening toward a rear motor court. The project team has indicated that the intention is to offer a wider variety of housing options in close proximity to shopping and restaurants. The rental units at the Domaine were absorbed quickly, and the initial analysis is that there is demand for larger units that appeal to households downsizing from owner-occupied homes that prefer a housing style more similar to a single-family home.

The development would feature a small central courtyard and path connecting Ring Road to the walkway on the north side of the Domaine. The homes would have direct access to the future upper plaza area envisioned for the mall without crossing a drive aisle. The homes would be managed by the same residential property manager as the Domaine, and residents would have fob access to the amenity spaces at the adjacent complex.

The exterior elevations have been designed to complement the materials, color palette, and design themes of the Domaine. The elevations illustrate a mix of cement fiber board and face brick, in shades of gray and white.

The initial concept for the development was for 48 units. The unit count has been reduced since the original concept presentation (November 2024).

Planning & Zoning Commission Review: Zoning

The Planning and Zoning Commission (PZC) held a public hearing on the petition January 21st. The Commission expressed concerns with the impacts of the unit count on the basic configuration of the site, but was supportive of the architectural appearance and other elements of the plan. The Commission made a motion recommending approval of the supporting plans, but excluding the site plan itself due to the concerns. The petitioner then requested a continuation to February 11th in order to address the issues raised by the Commission.

The following is a summary of the topics discussed by the Commission, the response of the petitioner, and the outcome at the continued hearing:

1. Building 9. The Commission had several comments on Building 9. Some Commissioners noted that it appeared to be an add-on to fill space in the development. The primary concern was that the garages faced the mall and backed out onto the main drive-aisle connecting the

theater entrance to Ring Road. The Commissioners noted that all other garage doors faced inward. The outward facing doors were not viewed as compatible with the character of the overall development, and caused a potentially hazardous traffic condition.

Update: The petitioner revised the plan by removing the middle unit of the three units in Building 9. The separation creates two single-unit buildings on a separate small motor court (see Buildings 9A and 9B at right). The remaining buildings kept the original color scheme, with one in the lighter palette and one in the darker. The Commission agreed that the configuration was safer and that the character of the development was enhanced by eliminating the outward facing doors.



2. Motor court configuration. The Commission expressed a concern that the four buildings on the inside of the loop road lack apron parking (buildings 3, 4, 7 and 8). The petitioner stated that the separation between the buildings doesn't allow for full-depth parking on both sides.

   Update: In response, the petitioner emphasized the impact on the availability of guest parking in contrast to a configuration that evenly distributed space in the motor court (i.e., eliminate all apron parking). The would be 15 shared guest stalls for the 22 units that lack apron parking (0.68 per unit, vs. code requirement of 0.3 per unit). The overall development would have 1.37 guest stalls per unit. Some Commissioners noted that the westernmost units might benefit from cross-parking with the AMC lot. Two Commissioners preferred that all the units had the same apron design and viewed this as an indication that the density was too high. The other four Commissioners present did not express additional concerns.

3. Island landscape plan. The Commission was not in favor of the design of the landscape island west of the development. As the primary separation between the mall parking lot and the townhome development, the Commission preferred a denser planting area. The Commission also expressed a concern that the plants would not thrive without irrigation.

   Update: The landscape plan was revised as requested. The petitioner indicated that the mall would agree that it would maintain the plantings and irrigation once installed in conjunction with the development. The Commission agreed that the revision addressed the concern.

4. Pedestrian connectivity. The Commission was concerned that pedestrian access is disjointed and there is no parkway along Mall Drive (east perimeter of subject parcel). The petitioner explained the challenges of the topography on the site, noting that the Mall Drive sidewalk is not connected because it is so far below the level of the homes.

   Update: The petitioner provided a new exhibit to illustrate the varying levels of the walkways. Staff added that the Mall Drive sidewalk is not a primary walking route; customers for Perry's Steakhouse are likely to cross Mall Drive south of the townhomes. The Commission agreed that the exhibit addressed the concern.
5. Density. The Commission expressed a general concern with the density of the development.

Update: The density decreased slightly due to the change to Building 9. The discussion focused primarily on the configuration of the development rather than the number of units per acre. Four of the six Commissioners agreed that the revised plans addressed the negative impacts of the unit density on the original plan.

6. Campus Parking Impacts. The motion made by the Commission at the first meeting (January 21st) included a condition of approval to address the loss of parking on the subject parcel. The condition of approval had been suggested by Staff, and required parking to be constructed south of Perry's to offset the loss of employee and valet parking.

   Update: The petitioner provided an exhibit at the February 11th meeting to demonstrate progress in developing improved wayfinding signage. Staff noted that the wayfinding signage was a condition of approval from the relocation of the Phase II buildings. The petitioner requested that the Village evaluate the impact of installing new signage and designating employee/valet parking locations before requiring the Milwaukee outlot parking. The Commission updated its recommendation as requested.

Recommendation of Planning & Zoning Commission

The Commission voted to recommend approval of the revised plan and associated update to the code relief section of the PUD ordinance (4-2, with 1 absent). The recommendation relating to the townhome development plan included the following conditions of approval:

1. The light levels in the pedestrian walkways through the buildings shall be verified to meet applicable code standards.
2. The landscape plan shall be modified to ensure year-round screening of any utility meter banks and air conditioning units visible from the perimeter of the development.
3. The plantings at the northwest corner of the development shall be adjusted to ensure the visibility for drivers turning left onto Ring Drive.
4. The surface parking on 1000 N. Milwaukee shall be constructed and available for use by June 1, 2027, with the understanding that the final surface and features supporting a future building are not required. This requirement may be waived should the Village determine that the installation of wayfinding signage and designation of valet/employee parking achieve the effect of improving parking to support the Milwaukee outlot buildings.
5. In the event that ownership of the subject parcel is no longer an affiliate of the Phase I or future Phase II mixed-use ownership, an agreement describing items such as professional management, shared costs and access, and assignment of maintenance responsibilities shall be provided for Village approval.
6. In the event that the subject property is subdivided to allow individual unit ownership, an amendment to the Planned Unit Development will be required to address building code relief and zoning code relief, including but not limited to the fire separation between units.
7. The landscaping and irrigation system in the island west of the development shall be maintained by the mall once constructed in conjunction with the development.

Staff Comments

The staff comments from the report to the Planning & Zoning Commission were addressed during the hearing and incorporated into the conditions of approval in the Commission's recommendation.

The most significant staff concerns are addressed in Conditions 4, 5, and 6. The following is a brief discussion of these items:

- **Campus parking (4).** The original staff report suggested requiring construction of the surface lot between Perry's and Yard House when the lot west of Perry's becomes unavailable. It's possible that the actions suggested by the petitioner (signage and designating a location for employee/valet parking) will produce a significant improvement. Staff has no objection to the approach referenced in the Commission's recommendation.

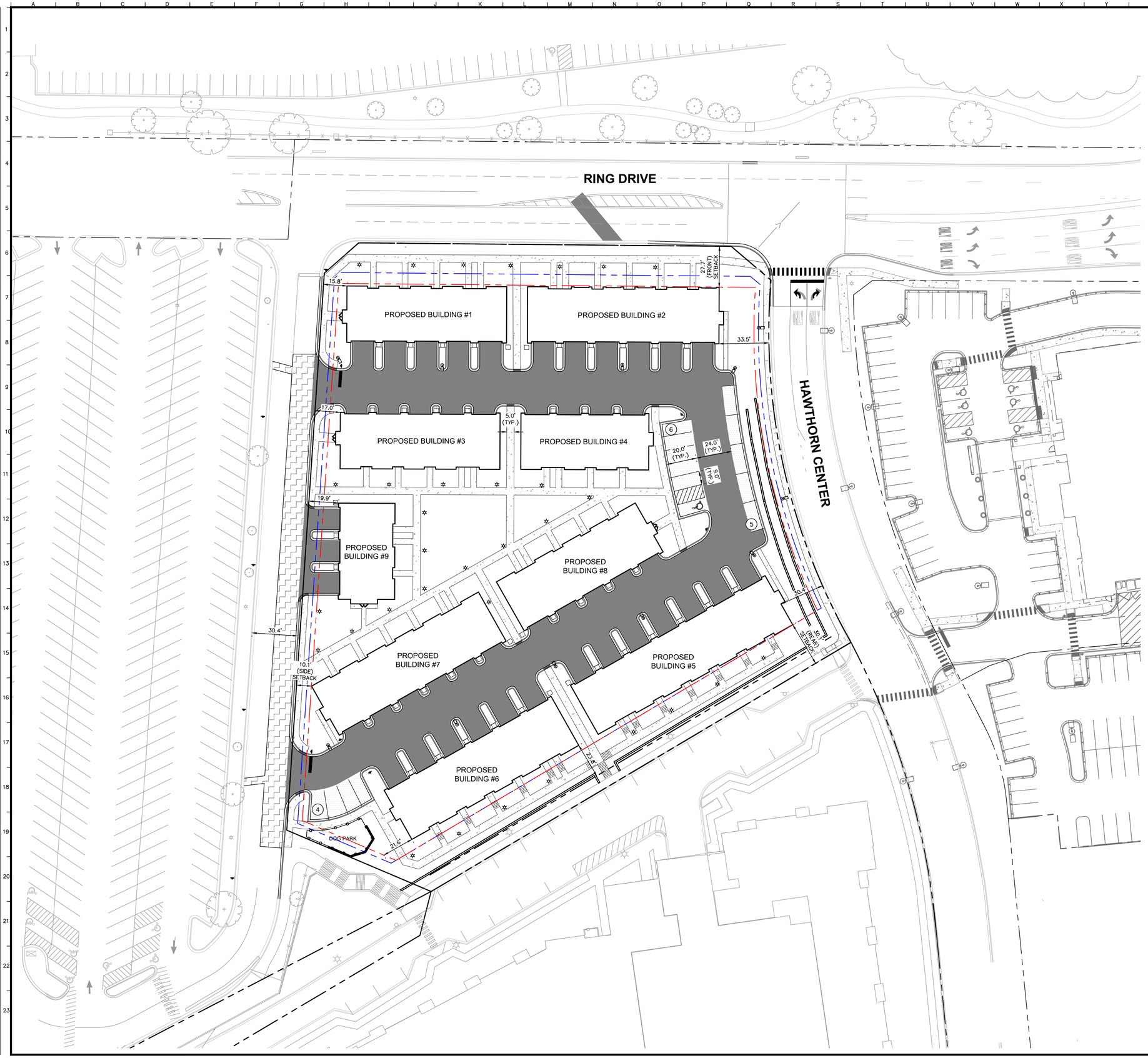
- **Common ownership (5)**. The townhome development has been presented as an alternative housing type for the Domaine. Staff expressed a concern to the petitioner during technical review that separation of ownership would impact the residents of the townhomes (loss of amenities, loss of on-site management) and create questions of maintenance arrangements. The petitioner explained that the lease can address separation from the Domaine, and that maintenance agreements would need to be drafted in the event that the two properties and not managed by a common owner. The condition of approval referencing maintenance agreements addresses this concern.

- **Code relief - fire separation (6).** During Technical Review, aspects of the building plans were reviewed at the request of the petitioner. The Village's building code includes local amendments intended to provide greater fire separation between attached units (masonry instead of drywall). The Village has waived this requirement for several rental buildings (including the Domaine and Phase II apartments). Staff's concern with waiving the requirement in a townhome development is that conversion to owner-occupied units may be more likely. While under landlord control, the tenants would not have the ability to do renovations that could compromise the fire wall. Condition 6 (above) are intended to document the code relief in a way that would be clear in the event that a request for conversion is made in the future.

As explained above, Staff's concerns have been addressed through the Technical Review process and zoning hearing. The petitioner will present the plans to the Committee. Feedback from the Committee's review of the plans and the Planning & Zoning Commission recommendation would be used to prepare an Ordinance for the Board's consideration at a future meeting. Similar to other recent amendments to the mall PUD, the ordinance would include a provision requiring a revision of the redevelopment agreement prior to vertical construction.

Attachments:

- Materials for January 21st PZC meeting
- Supplemental materials for February 11th continued hearing



NORTH

GRAPHIC SCALE IN FEET
0 15 30 60

Call Before You Dig
JULIE
1-800-892-0123

ZONING	
CURRENT ZONE	B1 PUD
PROPOSED ZONE	B1 PUD*
*BULK REGULATION REFERENCE TO R-6	
REQUIRED DENSITY	5,000 SF/DU (8.72DU/AC)
REQUESTED DENSITY	2,598 SF/DU (16.77DU/AC)
REQUIRED LOT WIDTH	25'
REQUESTED LOT WIDTH	21'
REQUIRED (FRONT) SETBACK	20.0'
PROPOSED (FRONT) SETBACK	27.5'
REQUIRED (SIDE) SETBACK	7.0'
PROPOSED (SIDE) SETBACK	10.0'
REQUIRED (REAR) SETBACK	30.0'
PROPOSED (REAR) SETBACK	30.0'
REQUIRED BUILDING HEIGHT	35.0'
PROPOSED BUILDING HEIGHT	45.0'
PARKING	
REQUIRED PARKING 2/DU + 0.3/DU GUEST (94+15)	109
PROPOSED PARKING	109

LEGEND

- REQUIRED SETBACK
- PROPOSED SETBACK
- PROPERTY LINE

NO.	REVISIONS	DATE	BY
1	100% SD	12/16/25	KHA
2	TRC RESUBMITTAL #1	11/07/25	KHA

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WARRENVILLE, IL 60555
PHONE: (630) 487-9900
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SCALE: AS NOTED
DESIGNED BY: JTA
DRAWN BY: ALG
CHECKED BY: KCO

FOCUS

SITE PLAN

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 10/02/2025
KHA PROJECT NO. 168909003
SHEET NUMBER
C2.0

Drawing name: K:\CHS_LDEV\168909003_FocusPH3_VernonHills_IL\2 Design\CAD\Exhibits\2025-1104 PUD Plan.dwg C2.0 Dec 16, 2025 11:24am by: Kayla.Sullivan
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PRELIMINARY ENGINEERING PLANS

HAWTHORN TOWNHOMES

914 HAWTHORN CENTER
VERNON HILLS, ILLINOIS 60061

UTILITY AND GOVERNING AGENCY CONTACTS

PUBLIC WORKS DEPARTMENT
VILLAGE OF VERNON HILLS
490 GREENLEAF DRIVE
VERON HILLS, IL 60061
CONTACT: CHRISTOPHER VENATTA, P.E.

SANITARY SEWER SERVICE
LAKE COUNTY PUBLIC WORKS
650 W. WINCHESTER ROAD
LIBERTYVILLE, IL 60048
TEL: (847) 377-7500
CONTACT: NOAH BROWN

PLANNING AND DEVELOPMENT SERVICE
VILLAGE OF VERNON HILLS
290 EVERGREEN DRIVE
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TEL: (847) 918-3548
CONTACT: ANDREW C. JENNINGS

WATER SERVICE
LAKE COUNTY PUBLIC WORKS
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CONTACT: NOAH BROWN

ROADWAY AUTHORITY
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) – DISTRICT 1
201 W. CENTER COURT
TEL: (847) 705-4000
CONTACT: ANTHONY QUIGLEY

POWER COMPANY
COMED MAYWOOD OFFICE
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EMAIL: ADITYA.PATEL@COMED.COM
CONTACT: ADITYA (ADI) PATEL

NATURAL GAS COMPANY
NORTH SHORE GAS
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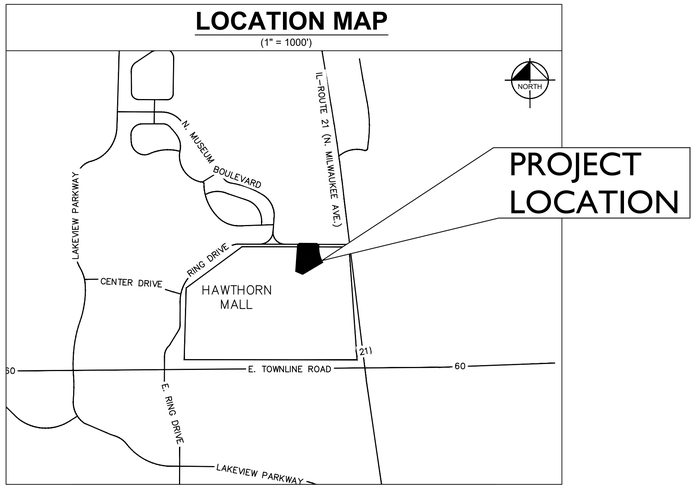
TRAFFIC ENGINEER
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LANDSCAPE ARCHITECT
KATHRYN TALTY LANDSCAPE ARCHITECTURE
1926 WAUKEGAN ROAD
GLENVIEW, IL 60025
TEL: (847) 612-5154
CONTACT: KATHRYN TALTY, PLA, ASLA

SURVEYOR
COMPASS SURVEYING, LTD
2631 GINGER WOODS PARKWAY, SUITE 100
AURORA, IL 60502
TEL: (630) 820-9100
CONTACT: SCOTT C. KREBS, P.L.S.

LOCATION MAP
(1" = 1000')



Sheet List Table

Sheet Number	Sheet Title
C0.0	COVER SHEET
C0.1	GENERAL NOTES
C1.0	EX.CONDITIONS AND DEMO PLAN
C2.0	SITE PLAN
C3.0	EROSION CONTROL PLAN
C3.1	EROSION CONTROL PLAN AND DETAILS
C4.0	GRADING PLAN
C5.0	UTILITY PLAN
C5.1	STORM WATER MANAGEMENT PLAN
C6.0	CONSTRUCTION DETAILS
C6.1	CONSTRUCTION DETAILS
C6.2	CONSTRUCTION DETAILS
PH1.0	PHOTOMETRIC SITE PLAN (INCLUDING ADJACENT SITE LIGHTING)
PH1.1	PHOTOMETRIC SITE PLAN (EXCLUDING ADJACENT SITE LIGHTING)
PH2.0	PHOTOMETRIC DETAILS
PH2.1	PHOTOMETRIC DETAILS

NO.	REVISIONS	DATE	BY
2	100% SD	12/16/25	KHA
1	TRC RESUBMITTAL #1	11/07/25	KHA

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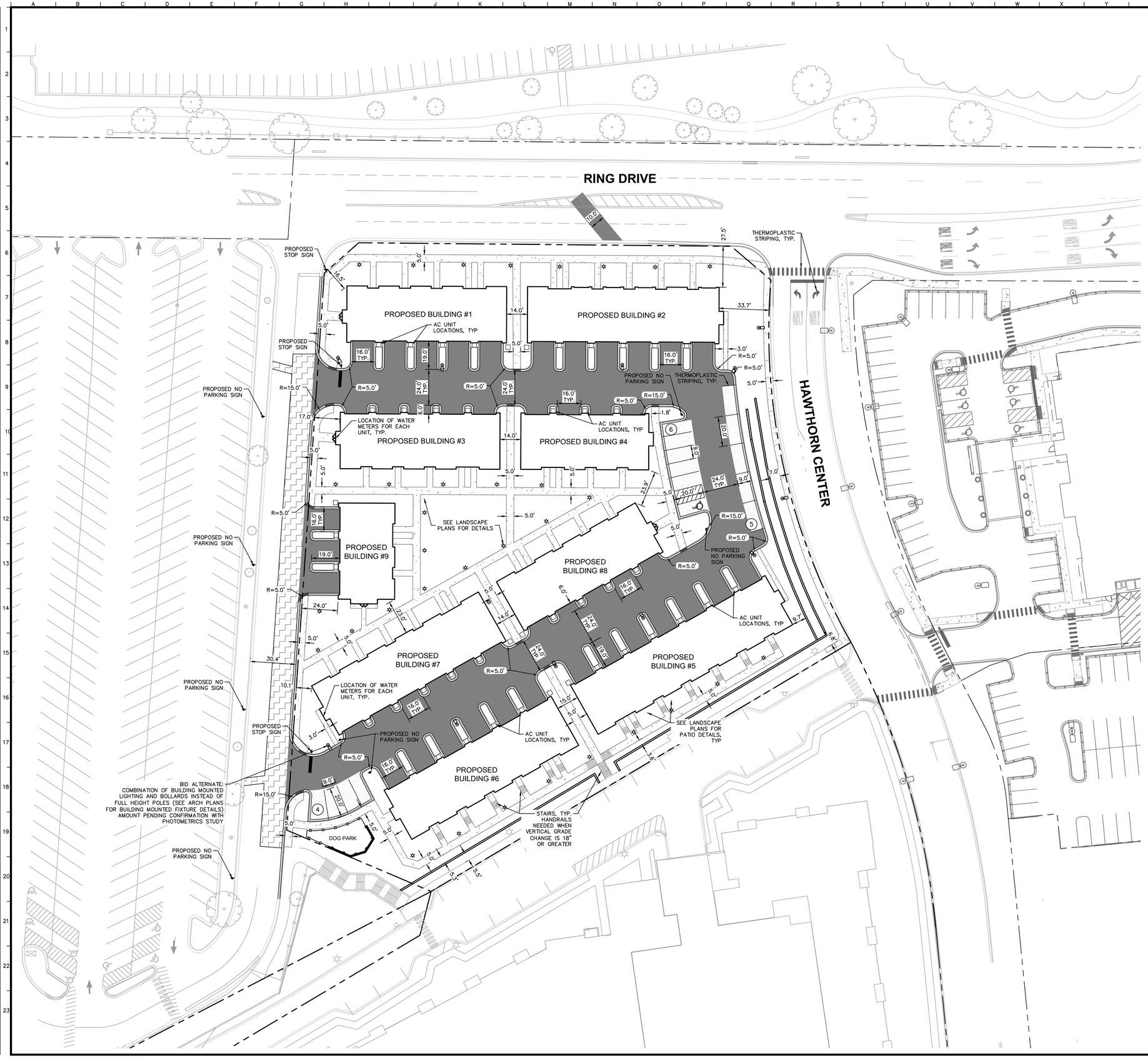
FOCUS

COVER SHEET

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 10/02/2025
KHA PROJECT NO. 168909003
SHEET NUMBER
C0.0

Drawing name: K:\CHS_LDEV\168909003_FocusPH3_VernonHills_IL\2 Design\CAD\PlanSheets\Preliminary Engineering\C0.0 COVER SHEET.dwg C0.0 Dec 18, 2025 4:42pm by: KayleOSullivan
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NORTH

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0 15 30 60

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GENERAL NOTES

1. ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
4. RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3-FEET, TYPICAL.
5. REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
6. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

PAVING AND CURB LEGEND

- STANDARD DUTY ASPHALT PAVEMENT — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY ASPHALT PAVEMENT — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- CONCRETE SIDEWALK — SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- MALL DRIVE ASPHALT PAVEMENT — MATCH EXISTING PAVEMENT SECTION
- STANDARD PITCH CONCRETE CURB AND GUTTER
- REVERSE PITCH CONCRETE CURB AND GUTTER
- CONCRETE DEPRESSED CURB AND GUTTER
- PROPOSED RETAINING WALL

PARKING SUMMARY

STANDARD PARKING SPACES REQUIRED (2/DU)	= 94	SPACES
STANDARD GARAGE UNIT PARKING SPACES PROVIDED	= 94	SPACES
STANDARD GUEST SPACES REQUIRED (.3/DU)	= 14	SPACES
STANDARD GUEST SPACES REQUIRED	= 14	SPACES
ACCESSIBLE PARKING SPACES REQUIRED	= 1	SPACES
ACCESSIBLE PARKING SPACES PROVIDED	= 1	SPACES
TOTAL PARKING SPACES PROVIDED	= 109	SPACES

FEMA NOTE

PER FLOOD INSURANCE RATE MAP PANEL NO. 17097C0252K, THE SITE IS LOCATED IN ZONE X, AREAS OF MINIMAL FLOOD HAZARD.

NO.	REVISIONS	DATE	BY
1	100% SD	12/16/25	KHA
2	TRC RESUBMITTAL #1	11/07/25	KHA

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DRAWN BY: ALG
CHECKED BY: KCO

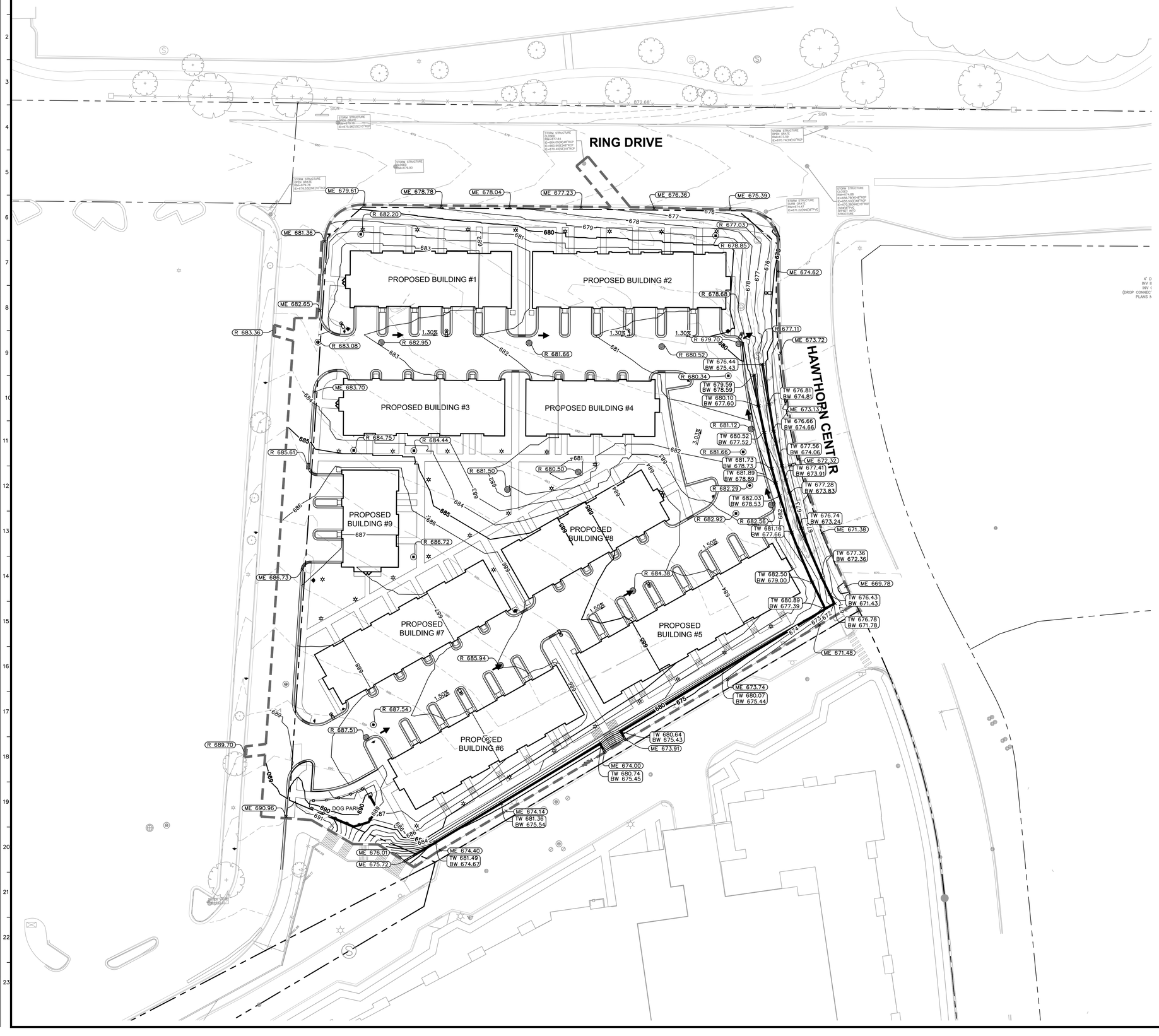
FOCUS

SITE PLAN

HAWTHORN TOWNHOMES
226 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 10/02/2025
KHA PROJECT NO. 168909003
SHEET NUMBER
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Drawing name: K:\CHS_LDEV\168909003_FocusPH3_VernonHills_IL\2 Design\CAD\PlanSheets\Preliminary Engineering\C2.0 SITE PLAN.dwg C2.0 Dec 18, 2025 4:44pm by Kayla.OSullivan
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GRADING NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO FLOW LINE ELEVATIONS UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
4. NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
5. MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
6. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES.
7. WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB, CONTRACTOR TO INSTALL REVERSE GUTTER PITCH.
8. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS.

GRADING LEGEND

TP = TOP OF PAVEMENT
EP = EDGE OF PAVEMENT
FL = FLOW LINE
TC = TOP OF CURB
TF = TOP OF FOUNDATION
R = RIM ELEVATION
TW = TOP OF WALL
FG = FINISHED GRADE
TS = TOP OF STAIRS
BS = BOTTOM OF STAIRS
ME = MATCH ELEVATION

(CONTRACTOR TO VERIFY ALL MATCH EXISTING SPOT GRADE ELEVATIONS AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.)

XXX	PROPOSED CONTOUR
XXX	EXISTING CONTOUR
RIDGE	RIDGE LINE
X.XX%	SLOPE AND FLOW DIRECTION
	100-YEAR OVERLAND OVERFLOW ROUTE
	DETENTION BASIN 100-YEAR EMERGENCY OVERLAND OVERFLOW ROUTE
	PROPOSED SWALE
	PROPOSED RETAINING WALL
	REVERSED PITCH CURB AND GUTTER
AR	ACCESSIBLE ROUTE
	RIP RAP (SEE DETAILS)

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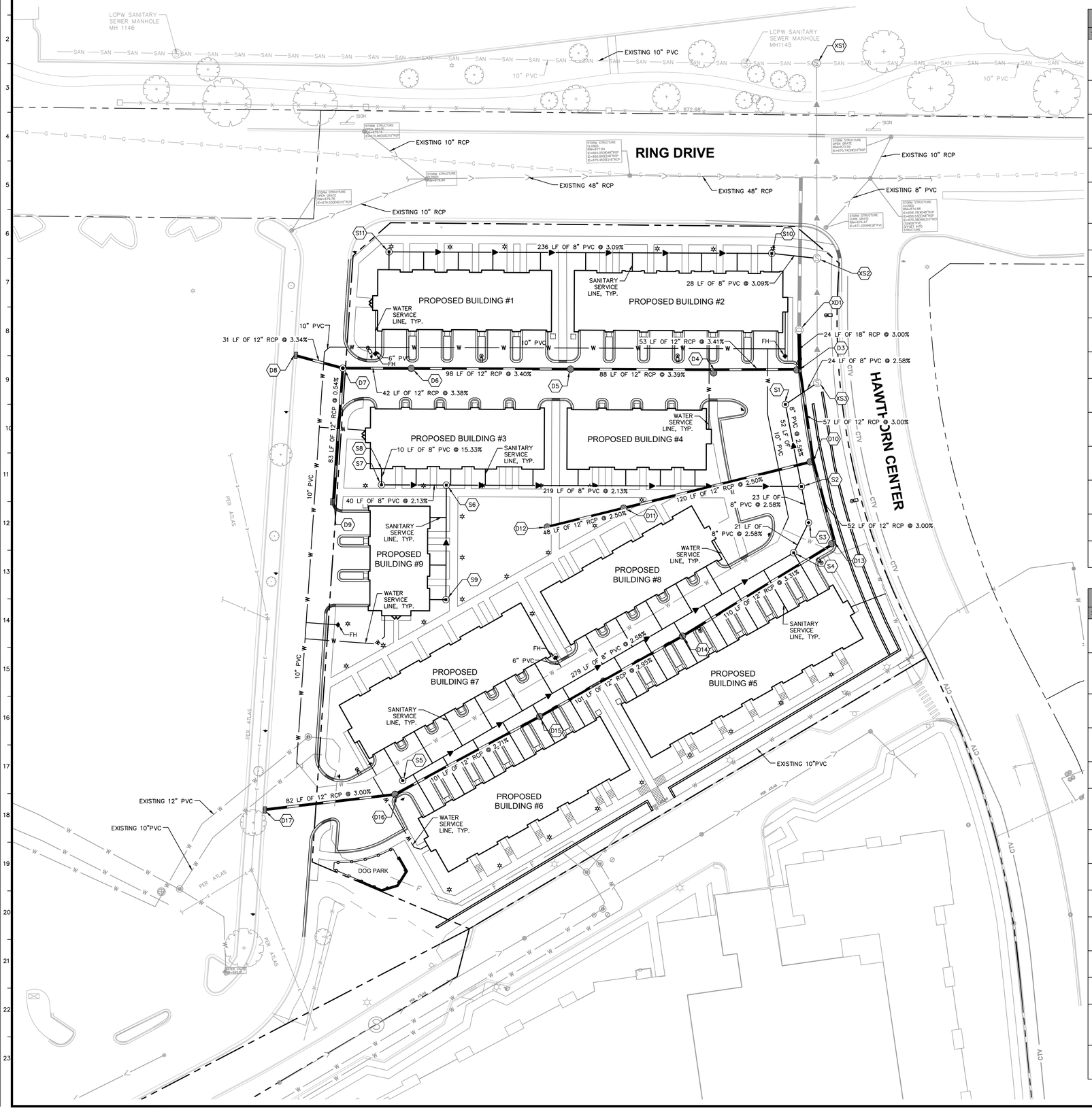
FOCUS

GRADING PLAN

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 10/02/2025
KHA PROJECT NO. 168909003
SHEET NUMBER
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Drawing name: K:\CHS_LDEV\168909003_FocusPH3_VernonHills_IL\2 Design\CAD\PlanSheets\Preliminary Engineering\C4.0 GRADING PLAN.dwg C4.0 Dec 18, 2025 4:45pm by: Kayla.Sullivan
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STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
D3	MH – OPEN LID IN CURB RIM: 679.70 INV IN: 669.70 (S, 12") INV IN: 669.70 (W, 12") INV OUT: 669.20 (N, 18")
D4	MH – OPEN LID IN CURB RIM: 680.52 INV IN: 671.51 (W, 12") INV OUT: 671.51 (E, 12")
D5	MH – OPEN LID RIM: 681.66 INV IN: 674.51 (W, 12") INV OUT: 674.51 (E, 12")
D6	MH – OPEN LID RIM: 682.95 INV IN: 677.84 (W, 12") INV OUT: 677.85 (E, 12")
D7	MH – CLOSED LID RIM: 683.08 INV IN: 679.27 (W, 12") INV IN: 679.27 (S, 12") INV OUT: 679.27 (E, 12")
D8	MH – OPEN LID IN CURB RIM: 683.36 INV OUT: 680.31 (E, 12")
D9	CURB MH RIM: 685.61 INV OUT: 679.71 (N, 12")
D10	MH – OPEN LID IN CURB RIM: 681.12 INV IN: 671.42 (S, 12") INV IN: 671.42 (W, 12") INV OUT: 671.42 (N, 12")
D11	MH – OPEN LID RIM: 680.50 INV IN: 674.43 (W, 12") INV OUT: 674.43 (E, 12")
D12	MH – OPEN LID RIM: 681.50 INV OUT: 675.64 (E, 12")
D13	MH – OPEN LID IN CURB RIM: 682.56 INV IN: 672.98 (SW, 12") INV OUT: 672.98 (N, 12")
D14	MH – OPEN LID RIM: 684.38 INV IN: 676.62 (SW, 12") INV OUT: 676.62 (NE, 12")
D15	MH – OPEN LID RIM: 685.94 INV IN: 679.61 (SW, 12") INV OUT: 679.61 (NE, 12")
D16	MH – OPEN LID IN CURB RIM: 687.51 INV IN: 682.35 (W, 12") INV OUT: 682.35 (NE, 12")
D17	MH – OPEN LID IN CURB RIM: 689.70 INV OUT: 684.80 (E, 12")
XD1	MH – CLOSED LID RIM: 678.68 INV IN: 668.47 (S, 18")

SANITARY STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
S1	MH RIM: 680.34 INV IN: 673.40 (S, 8") INV OUT: 673.40 (NE, 8")
S2	MH RIM: 681.66 INV IN: 674.72 (W, 8") INV IN: 674.73 (S, 8") INV OUT: 674.73 (N, 8")
S3	MH RIM: 682.29 INV IN: 675.31 (SW, 8") INV OUT: 675.31 (N, 8")
S4	MH RIM: 682.92 INV IN: 675.85 (SW, 8") INV OUT: 675.85 (NE, 8")
S5	MH RIM: 687.54 INV OUT: 683.04 (NE, 8")
S6	MH RIM: 684.44 INV IN: 679.40 (W, 8") INV IN: 679.41 (S, 8") INV OUT: 679.40 (E, 8")
S7	MH RIM: 684.75 INV IN: 680.25 (N, 8") INV OUT: 680.25 (E, 8")
S8	BUILDING CONNECTION #9 INV OUT: 681.78 (S, 8")
S9	MH RIM: 686.72 INV OUT: 682.22 (N, 8")
S10	MH RIM: 678.85 INV IN: 670.42 (W, 8") INV OUT: 670.42 (E, 8")
S11	MH RIM: 682.20 INV OUT: 677.70 (E, 8")
XS1	MH RIM: 664.23 INV IN: 663.04 (S, 8")
XS2	MH RIM: 677.03 INV IN: 669.55 (W, 8") INV IN: 668.99 (S, 8") INV OUT: 668.99 (N, 8")
XS3	MH RIM: 677.11 INV IN: 672.78 (SW, 8") INV OUT: 672.78 (N, 8")

NORTH

GRAPHIC SCALE IN FEET
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JULIE
1-800-892-0123

UTILITY NOTES

1. ALL WATER LINES ≥ 3" SHALL BE DUCTILE IRON PIPE, CLASS 52.
2. ALL SANITARY SEWER LINES SHALL BE PVC MEETING, ASTM D-3034 SDR 26 EXCEPT FOR SANITARY SEWER THAT CROSSES ABOVE WATER MAIN, THIS PIPE SHALL BE AWWA C900 (UNLESS WATER MAIN CASING IS UTILIZED). PROVIDE 42" MINIMUM COVER.
3. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS.
4. ALL ELECTRIC AND TELEPHONE EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE DESIGNATED UTILITY COMPANIES.
5. CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED BY THE ENGINEER FROM THE APPROPRIATE GOVERNING AUTHORITY AND CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER.
6. CONTRACTOR TO CALL "JULIE" (1-800-892-0123) TO COORDINATE FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES BEFORE ORDERING MATERIALS OR COMMENCING CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
7. PRIOR TO THE CONSTRUCTION OF OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OTHER UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER AND THE OWNER/ DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER AND ITS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION. THE MUNICIPALITY SHALL BE NOTIFIED OF ANY AND ALL CHANGES TO THE DESIGN PLANS.
8. CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED FOR ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSHA.
9. CONTRACTOR TO AVOID DISRUPTION OF ANY ADJACENT TENANT'S TRAFFIC OPERATIONS DURING INSTALLATION OF UTILITIES.
10. ALL DIMENSIONS ARE TO CENTERLINE OF PIPE OR CENTER OF MANHOLE UNLESS NOTED OTHERWSE.
11. SEE ARCHITECTURAL AND MEP PLANS FOR EXACT UTILITY CONNECTION LOCATIONS AT BUILDING.
12. LIGHT POLES SHOWN FOR COORDINATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE SITE LIGHTING PLANS BY OTHERS FOR MORE INFORMATION.
13. SEE DETAILS FOR LOCATING STORM STRUCTURES WITHIN THE CURB LINE.
14. STORMWATER FACILITIES MUST BE FUNCTIONAL BEFORE BUILDING CONSTRUCTION BEGINS IF REQUIRED BY AUTHORITY HAVING JURISDICTION.

UTILITY LEGEND

- EX. WATER LINE
- EX. HYDRANT
- EX. WATER VALVE
- EX. WATER MANHOLE
- EX. SANITARY SEWER LINE
- EX. SANITARY SEWER MANHOLE
- EX. STORM DRAIN LINE (MALL DRIVE)
- EX. STORM DRAIN LINE (SURVEY)
- EX. STORM MANHOLE (2)
- EX. STORM STRUCTURE/INLET
- EX. GAS LINE
- EX. UNDERGROUND COMCAST LINE
- EX. UNDERGROUND AT&T LINE
- PROPOSED UNDERGROUND ELECTRIC LINE
- GAS LINE (BY GAS COMPANY)
- PROPOSED UNDERGROUND AT&T LINE
- PROPOSED UNDERGROUND COMCAST LINE
- PROPOSED STORM SEWER LINE
- PROPOSED OPEN LID STORM STRUCTURE (PAVEMENT USE NEENAH R-2540) (GRASS USE NEENAH R-4340-B BEEHIVE)
- PROPOSED CLOSED LID STORM STRUCTURE (PAVEMENT USE NEENAH R-1772) (GRASS USE NEENAH R-1786)
- PROPOSED COMBINATION CURB INLET (B6.12 C&G USE NEENAH R-3281-A)
- PROPOSED SANITARY SEWER LINE
- PROPOSED SANITARY FORCE MAIN
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM/SANITARY CLEANOUT
- PROPOSED WATER LINE
- PROPOSED VALVE VAULT
- PROPOSED VALVE BOX
- PROPOSED FIRE HYDRANT
- PROPOSED LIGHT POLE (FOR REFERENCE ONLY)
- PROPOSED LIGHT BOLLARD (FOR REFERENCE ONLY)
- PROPOSED TRANSFORMER PAD (FOR REFERENCE ONLY)

NO.	REVISIONS	DATE	BY
1	TRC RESUBMITTAL #1	12/16/25	KHA
2	100% SD	11/07/25	KHA

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SCALE: AS NOTED
DESIGNED BY: JTA
DRAWN BY: ALG
CHECKED BY: KCO

FOCUS

UTILITY PLAN

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 10/02/2025
KHA PROJECT NO. 168909003
SHEET NUMBER
C5.0

Drawing name: K:\CHS_IDE\V\168909003_FocusPH3_VernonHills_JL\2 Design\CAD\PlanSheets\Preliminary Engineering\C5.0 UTILITY PLAN.dwg C5.0 Dec 19, 2025 4:46pm by Kayla.OSullivan
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LEGEND

	EXISTING STREET LIGHT
	PROPOSED STREET LIGHT
	PROPOSED LIGHTED BOLLARD
x.x	CALCULATION POINT

PHOTOMETRICS NOTES

1. THE TARGET ILLUMINANCE VALUES ARE BASED ON APPENDIX II, SECTION J OF THE VERNON HILLS CODES AND ORDINANCES OR THE IES RP-8-22 AND ALL APPLICABLE ADDENDUMS (THE MORE STRINGENT OF THE TWO SHALL BE OBSERVED). ALL CONSTRUCTION AND LIGHTING DESIGN SHALL BE IN ACCORDANCE WITH SECTION J AND ALL APPLICABLE CODES AND STANDARDS.
2. ALL PHOTOMETRIC ILLUMINANCE VALUES SHOWN ON SITE PLAN IN IN TABLES ARE IN FOOTCANDLES (FC).
   1 FC = 10.76 LUX.
3. CALCULATED VALUES ARE DERIVED THROUGH A COMPUTER BASED MODEL WITH LIGHT FIXTURE DATA AS SUPPLIED BY MANUFACTURERS THROUGH IES FILES.
4. ANY DEVIATION FROM SPECIFIED FIXTURE MODELS AND MOUNTING HEIGHTS IN THIS EXHIBIT WILL DISCOUNT THE VALIDITY OF THE CALCULATIONS.
5. CONTRACTOR SHALL CONFIRM ALL POLE AND FIXTURE FINISHES WITH OWNER. CONTRACTOR SHALL CONFIRM FOUNDATION AND ALL MOUNTING REQUIREMENTS WITH MANUFACTURER PRIOR TO CONSTRUCTION.
6. FINAL FOUNDATION DESIGN BY STRUCTURAL ENGINEER. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL DESIGN AND LIGHTING CONTROLS. CONTRACTOR SHALL INCLUDE ALL MOUNTING, CONTROL AND ELECTRICAL ACCESSORIES WITH MODEL NUMBER WHEN ORDERING LUMINAIRES TO MEET THE INTENT OF THE STRUCTURAL AND ELECTRICAL DESIGN.
7. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION AND SETBACK OF LIGHT POLES.
8. FIXTURE SYMBOLS ARE DIAGRAMMATIC ONLY AND SHOULD BE USED AS REFERENCE.

TARGET ILLUMINATION LEVELS

CALC TYPE	AVG	MAX	MIN	AVG/MIN	MAX/MIN
COMMERCIAL OFF-STREET PARKING AREA LIGHTING	1.00	-	-	3.00	12.00
BUSINESS DISTRICT PERIMETER	-	2.00	-	-	-

CALCULATED ILLUMINATION LEVELS

CALC TYPE	AVG	MAX	MIN	AVG/MIN	MAX/MIN
TOWNHOME PARKING LOT	2.39	4.10	1.00	2.39	4.10
SITE SIDEWALK	2.59	9.30	0.20	12.95	46.50
BUSINESS DISTRICT PERIMETER	1.84	9.30	0.10	18.40	93.00
BEYOND TOWNHOMES PROPERTY LINE	2.05	13.00	0.10	20.50	130.00

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CHECKED BY: SK

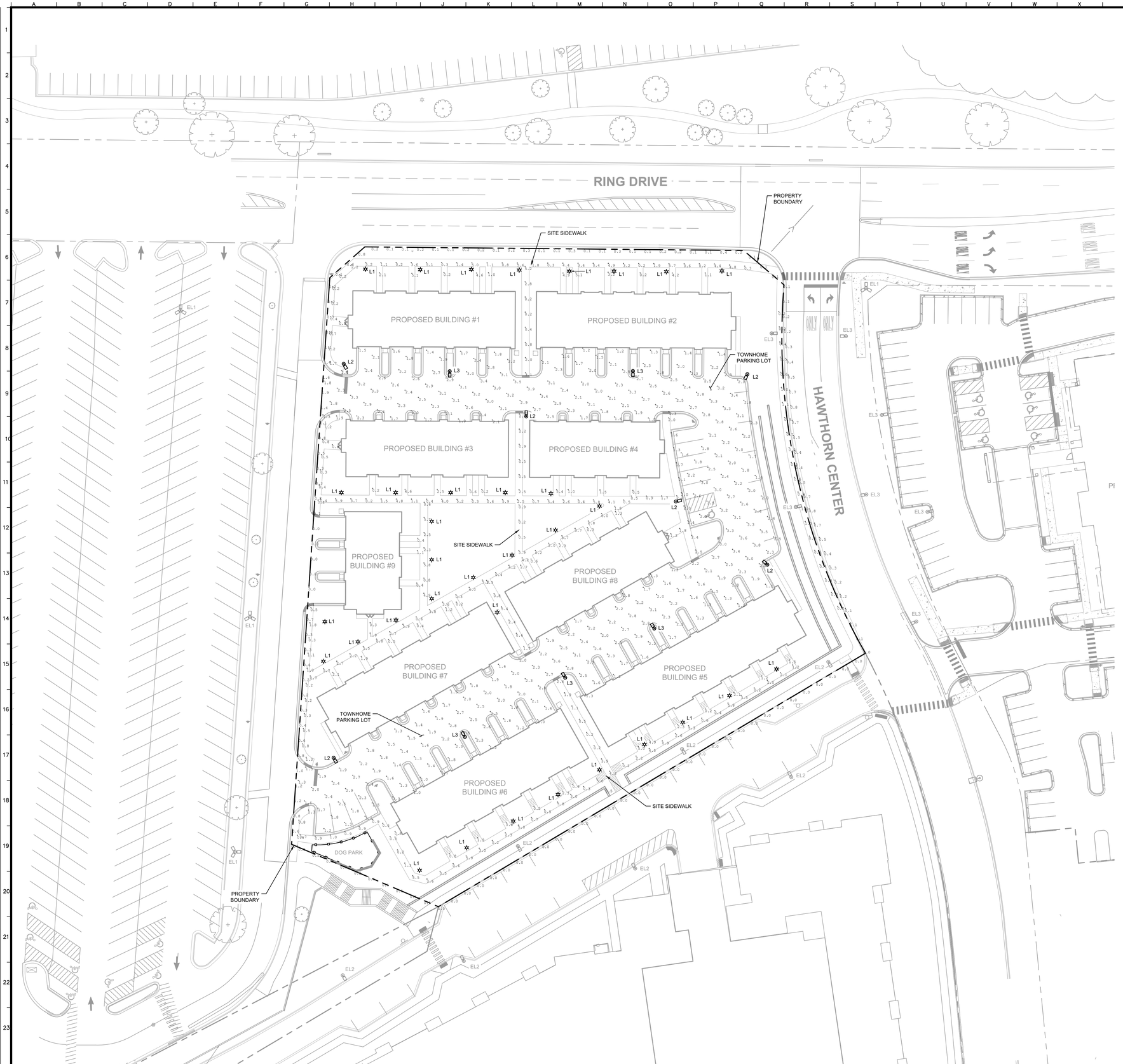
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PHOTOMETRIC SITE PLAN (INCLUDING ADJACENT SITE LIGHTING)

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 12/05/2025
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PH1.0

Drawing name: K:\CHS_LDEV\168909003_FocusPH3_VernonHills_IL\2 Design\CAD\PlanSheets\Preliminary Engineering\PhIX PHOTOMETRICS PLAN.dwg PH1.0 Dec 18, 2025 4:48pm by: KyleOSullivan
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LEGEND

	EXISTING STREET LIGHT
	PROPOSED STREET LIGHT
	PROPOSED LIGHTED BOLLARD
x.x	CALCULATION POINT

PHOTOMETRICS NOTES

1. THE TARGET ILLUMINANCE VALUES ARE BASED ON APPENDIX II, SECTION J OF THE VERNON HILLS CODES AND ORDINANCES OR THE IES RP-8-22 AND ALL APPLICABLE ADDENDUMS (THE MORE STRINGENT OF THE TWO SHALL BE OBSERVED). ALL CONSTRUCTION AND LIGHTING DESIGN SHALL BE IN ACCORDANCE WITH SECTION J AND ALL APPLICABLE CODES AND STANDARDS.
2. ALL PHOTOMETRIC ILLUMINANCE VALUES SHOWN ON SITE PLAN IN IN TABLES ARE IN FOOTCANDLES (FC).
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3. CALCULATED VALUES ARE DERIVED THROUGH A COMPUTER BASED MODEL WITH LIGHT FIXTURE DATA AS SUPPLIED BY MANUFACTURERS THROUGH IES FILES.
4. ANY DEVIATION FROM SPECIFIED FIXTURE MODELS AND MOUNTING HEIGHTS IN THIS EXHIBIT WILL DISCOUNT THE VALIDITY OF THE CALCULATIONS.
5. THE PHOTOMETRIC ANALYSIS EXCLUDES ALL BUILDING MOUNTED, EXISTING ADJACENT LOT AND ARCHITECTURAL LIGHTING.
6. CONTRACTOR SHALL CONFIRM ALL POLE AND FIXTURE FINISHES WITH OWNER. CONTRACTOR SHALL CONFIRM FOUNDATION AND ALL MOUNTING REQUIREMENTS WITH MANUFACTURER PRIOR TO CONSTRUCTION.
7. FINAL FOUNDATION DESIGN BY STRUCTURAL ENGINEER. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL DESIGN AND LIGHTING CONTROLS. CONTRACTOR SHALL INCLUDE ALL MOUNTING, CONTROL AND ELECTRICAL ACCESSORIES WITH MODEL NUMBER WHEN ORDERING LUMINAIRES TO MEET THE INTENT OF THE STRUCTURAL AND ELECTRICAL DESIGN.
8. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION AND SETBACK OF LIGHT POLES.
9. FIXTURE SYMBOLS ARE DIAGRAMMATIC ONLY AND SHOULD BE USED AS REFERENCE.

TARGET ILLUMINATION LEVELS

CALC TYPE	AVG	MAX	MIN	AVG/MIN	MAX/MIN
COMMERCIAL OFF-STREET PARKING AREA LIGHTING	1.00	-	-	3.00	12.00
BUSINESS DISTRICT PERIMETER	-	2.00	-	-	-

CALCULATED ILLUMINATION LEVELS

CALC TYPE	AVG	MAX	MIN	AVG/MIN	MAX/MIN
TOWNHOME PARKING LOT	2.21	3.90	1.00	2.21	3.90
SITE SIDEWALK	1.92	6.00	0.20	9.62	30.00
BUSINESS DISTRICT PERIMETER	0.29	1.90	0.0	-	-

NO.	REVISIONS	DATE	BY
2	100% SD	12/16/25	KHA
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SCALE: AS NOTED
DESIGNED BY: RJW
DRAWN BY: RJW
CHECKED BY: SK

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PHOTOMETRIC SITE PLAN (EXCLUDING ADJACENT SITE LIGHTING)

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

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PH1.1

Drawing name: K:\CHS_LDEV\168909003_FocusPH3_VernonHills_IL\2 Design\CAD\PlanSheets\Preliminary Engineering\PhIX PHOTOMETRICS PLAN.dwg PH1.1 Dec 18, 2025 4:48pm by: KayloOSullivan
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LIGHT FIXTURE SCHEDULE

SYMBOL	TAG	DESCRIPTION	MODEL NUMBER	FIXTURE QUANTITY	POLE QUANTITY	MOUNTING STYLE	LAMPS	LLF	B-U-G RATING	FIXTURE WATTS	FIXTURE LUMENS	COLOR	MOUNTING HEIGHT	NOTES
	L1	BEGA LED SYSTEM BOLLARD 99865	BEGA 99865	34	-	BOLLARD	LED	0.9	B1-U0-G0	34	12,080	3000K	2.9FT	EFFECTIVE FIXTURE MOUNTING HEIGHT = 2' - 11". SPECIFY BEGA BOLLARD TUBE BASE 84623 WHEN ORDERING. CONFIRM FIXTURE FINISH WITH OWNER PRIOR TO PURCHASE.
	L2	STERNBERG LIGHTING SL760 SOLANA LARGE SCALE POST TOP LUMINAIRE - TYPE IV DISTRIBUTION	PT-SL760-24L-30-T4-MDX018-CA	6	6	POLE-MOUNT SINGLE HEAD	LED	0.9	B2-U0-G2	118	11,520	3000K	25FT	EFFECTIVE FIXTURE MOUNTING HEIGHT = 25' - 0". CONTRACTOR SHALL CONFIRM MOUNTING AND POLE REQUIREMENTS WITH STRUCTURAL FOUNDATION DETAIL. CONFIRM FIXTURE FINISH AND POLE FINISH WITH OWNER PRIOR TO PURCHASE.
	L3	STERNBERG LIGHTING SL760 SOLANA LARGE SCALE POST TOP LUMINAIRE - TYPE III DISTRIBUTION	PT-SL760-24L-30-T3-MDX018-CA	5	5	POLE-MOUNT SINGLE HEAD	LED	0.9	B2-U0-G2	118	11,265	3000K	25FT	EFFECTIVE FIXTURE MOUNTING HEIGHT = 25' - 0". CONTRACTOR SHALL CONFIRM MOUNTING AND POLE REQUIREMENTS WITH STRUCTURAL FOUNDATION DETAIL. CONFIRM FIXTURE FINISH AND POLE FINISH WITH OWNER PRIOR TO PURCHASE.
	EL1	EXISTING LIGHT FIXTURE - MAVERICK ENERGY SOLUTIONS LED AREA LIGHT, TYPE III DISTRIBUTION, QTY (3) LUMINAIRES PER POLE	QTY (3): MES-PL-450-HV-WHT	12	4	POLE-MOUNT TRIPLE HEAD	LED	0.8	B4-U0-G5	241 PER FIXTURE; 723 TOTAL	33,168 PER FIXTURE; 99,504 TOTAL	5000K	38FT	EXISTING LIGHT FIXTURE ON ADJACENT SITE. INCLUDED FOR REFERENCE ONLY. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROCURING OR INSTALLING ANY COMPONENTS ASSOCIATED WITH THIS FIXTURE.
	EL2	EXISTING LIGHT FIXTURE - LANDSCAPE FORMS ALCOTT AREA LIGHT, TYPE V DISTRIBUTION	AC-096L5-035F-40K-UV1-14	7	7	POLE-MOUNT SINGLE HEAD	LED	0.8	B3-U0-G1	115	5,752	4000K	14FT	EXISTING LIGHT FIXTURE ON ADJACENT SITE. INCLUDED FOR REFERENCE ONLY. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROCURING OR INSTALLING ANY COMPONENTS ASSOCIATED WITH THIS FIXTURE.
	EL3	EXISTING LIGHT FIXTURE - STERNBERG LIGHTING SL760 SOLANA LARGE SCALE POST TOP LUMINAIRE - TYPE III DISTRIBUTION	PT-SL760-40L-40-T3-MDL016-SV1	7	7	POLE-MOUNT SINGLE HEAD	LED	0.8	B3-U0-G3	174	16,849	4000K	20FT	EXISTING LIGHT FIXTURE ON ADJACENT SITE. INCLUDED FOR REFERENCE ONLY. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROCURING OR INSTALLING ANY COMPONENTS ASSOCIATED WITH THIS FIXTURE.

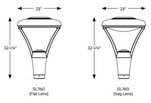
Specification Sheet

solana™
SL760 Large Post Top

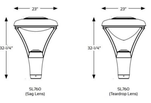
Project Name _____ Qty _____

Type _____ Catalog / Part Number _____

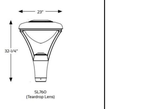




SL760 (Flat Lens)



SL760 (Sag Lens)



SL760 (Teardrop Lens)

CCT - Color Temp (K)

2,700K 3,000K 3,500K 4,000K 5,000K

7 Year Warranty

IP Rating

IP66

Certifications

cULus LISTED

Description

The Solana™ Post Top Luminaire's modern geometric design complements a diverse assortment of contemporary architectural settings. It's urbanesque yoke design offers not only aesthetic beauty, durability and optical efficiency, but takes street, area, and medium mount lighting to another level. The Large Solana™ SL760 is well suited for all roadway and site environment

EPA: 1.3 (ft²)
WEIGHT: 53 LBS

Features

Mounting Configuration

- **1W:** Wall Mount
- **1A:** 1 Arm Mount
- **2A:** 2 Arm Mount @ 180°
- **2APT:** 2 Arm @ 180° & Post Top
- **3AN0:** 3 Arms @ 90°
- **4A:** 4 Arms @ 90°
- **1AM:** 1 Arm Mid-Mount
- **PT:** Post Top
- **1APT:** 1 Arm & Post Top
- **2AP0:** 2 Arm Mount @ 90°
- **3A:** 3 Arms @ 120°
- **3APT:** 3 Arm @ 120° & Post Top
- **4APT:** 4 Arm @ 90° & Post Top
- **2AM:** 2 Arm Mid-Mount @180°

Optional Control Receptacle — **R7:** 7-Pin control receptacle only

Optional Control

- **PE:** Twist-Lock Photocontrol (120V-277V)
- **PE4:** Twist-Lock Photocontrol (347V-480V)
- **SC:** Shorting Cap
- **PEC:** Electronic Button Photocontrol (120V-277V)
- **PEC4:** Electronic Button Photocontrol (480V)

Optional Fuse — **FHD:** Double Fuse and Holder

Optional House Side Shield

- **HSS:** 120° House Side Shield
- **BLOC:** Back Light Optical Control

Optional Fixed Dimming Resistor Board — **FDRB:** Fixed Dimming Resistor Board

Physical

Fixture — **SL760:** SL760

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Lens

- **CA:** Clear Acrylic
- **FG:** Flat Glass
- **SA:** Sag Acrylic
- **FPG:** Frosted Flat Glass
- **SV1:** Flat Soft Vue Light Diffused Acrylic
- **SV2:** Flat Soft Vue Moderate Diffused Acrylic
- **SV4:** Flat Soft Vue Maximum Diffused Acrylic
- **SV13A:** Soft Vue Light Diffused Sag Acrylic
- **SV45A:** Soft Vue Maximum Diffused Sag Acrylic
- **TDC:** Clear Acrylic Teardrop
- **SV17D:** Soft Vue Light Diffused Acrylic Teardrop
- **SV27D:** Soft Vue Moderate Diffused Acrylic Teardrop

Finish

- **UGMT:** Urban Gun Metal Textured
- **UBT:** Urban Bronze Textured
- **UB:** Urban Bronze Matte
- **USL:** Urban Silver Matte
- **UWH:** Urban White Matte
- **CM:** Custom Match
- **UGM:** Urban Gun Metal Matte
- **UBT:** Urban Bronze Textured
- **USLT:** Urban Silver Textured
- **UWHT:** Urban White Textured
- **BKT:** Black Textured

Light Source

LED

- **40L:** 40 LEDs
- **24L:** 24 LEDs
- **32L:** 32 LEDs

CCT - Color Temp (K)

- **27:** 2,700K
- **30:** 3,000K
- **35:** 3,500K
- **40:** 4,000K
- **50:** 5,000K

Distribution Type

- **T2:** Type 2
- **T3:** Type 3
- **T4:** Type 4
- **T5:** Type 5

Electrical and control

Driver

- **MDL018:** 120V-277V, 180mA
- **MDL016:** 120V-277V, 160mA
- **MDL014:** 120V-277V, 140mA
- **MDH018:** 347V-480V, 180mA
- **MDH016:** 347V-480V, 160mA
- **MDH014:** 347V-480V, 140mA

Optional Motion Sensor

- **MOT1:** 360° lens, maximum coverage 40' diameter from 20' height
- **MOT2:** 360° lens, maximum coverage 70' diameter from 20' height

Specifications

Filter — The filter shall be heavy wall cast aluminum for high tensile strength. It includes 4 stainless steel Allen-head set screws for attachment to a pole/tenon, and shall slip fit a 3' OD x 3' tall tenon.

Comfortable Optics — Softvue™ lens provides optimal visual comfort

UL Listing — UL listed per UL1598 for Wet Locations and CSA 22.2 No. 250.0 for the US and Canada.

Electronic Driver — The LED driver shall be securely mounted inside the fixture, for optimized performance and longevity and shall be U.L. Recognized. It shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload, overheat and short circuit protection, and have a DC voltage output, constant current design, 50/60HZ. It shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines. It shall be a high efficiency driver with a THD less than 20% and a high power factor greater than .9. If shall be dimming capable using a 0-10v signal, consult factory for more information.

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NightSky® friendly	Dark sky compliant optics with a U0 BUG rating for specific configurations.
IP Rating	IP66 rated
Finish	6 Stage Polyester Powdercoat paint system.
Urban Finish	Urban paint finishes are available in Sternberg Lighting's Urbanline products and create a modern, elegant aesthetic. Finishes are available in textured or matte.
Warranty	7-year limited warranty (See Website for Terms and Conditions.)
LEDs	The luminaire shall be fully shielded and use high output, high brightness LEDs in a downward position to maximize efficiency. The LEDs are mounted to maximize thermal transfer to the heat sink surface. The LEDs shall be 100% recyclable; not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. Lumen maintenance shall be determined in accordance with ESNA TM-21, based on LED manufacturer LM-80 test data of no less than 6,000 hours and in-situ testing of the luminaire by an NVLAP accredited Energy Efficient Lighting Products lab. The high-performance white LEDs will have a predicted lumen depreciation of approximately 100,000 hours with greater than 70% of initial output at 25°C. The high brightness, high-output white LEDs shall be 4000K nominal (2700K, 3000K, 3500K or 5000K optional) correlated color temperature (CCT) with a 70 (minimum) color rendering index (CRI). Consult factory for custom CCT or CRI. The luminaire shall have a minimum _____ (see table) delivered initial lumens when operated at steady state with an average ambient temperature of 25°C (77°F). **CCT Lumen Derate Values from 4,000K** 2,700K (70+ CRI)=.**92** 3,000K (70+ CRI)=.**95** 3,500K (70+ CRI)=.**97** 5,000K (70+ CRI)=**1.00**
Optics	The luminaire shall be provided with individual, refractor type optics applied to each LED. The luminaire shall provide Type ___ (2, 3, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.
Backlight Optical Control	**BLOC Optic (BLOC):** An optional "Back Light Optical Control" shield can be provided at the factory. This is an internal optic level "House Side Shield" offering significantly reduced backlight and glare while maintaining the original design aesthetics of the luminaire. **External House Side Shield (HSS):** An optional external 120° House Side Shield helps control backlight. Spun aluminum panel painted to match fixture.
FDRB	Optional 10-step field adjustable dimming board. Includes step dimming options from 25%-100%. The unit is conformal coated and UL recognized for use in damp locations.
Motion Sensor	The programmable passive infrared motion sensor is installed integral to the fixture. 2 coverage area lenses available; assuming a 20' mounting height a lens with 40' coverage **(MOT1)** and 70' coverage **(MOT2)** is available. Sensor includes Dusk/Dawn light sensor for ambient light levels. Custom pre-set programming options can be set at the factory. Optional wireless programming controller available for field reprogramming **(FSIR-100).**
Photocontrols	**Button Photocell:** The photocontrol shall be mounted on the fixture and pre-wired to driver. The electronic button type photocontrol is instant on with a 5-10 second turn off, and shall turn on at 1.5 footcandles with a turn-off at 2-3 footcandles. See pole spec sheet for pole mounted version. **Twist-Lock Style (Roof Mount):** The photocontrol shall be mounted on the roof and prewired to driver. The twist lock type photocontrol is instant on with a 3-6 second turn off, and shall turn on at 1.5 footcandles with a turnoff at 2-3 footcandles. Photocontrol is 120-277 volt.

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Specification Sheet

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SL760 Large Post Top

Lumen Chart(s)

Tested with CA lens

Model #	TD DELIVERED LUMENS	BUG	EFFICACY (LPW)	TD DELIVERED LUMENS	BUG	EFFICACY (LPW)	TD DELIVERED LUMENS	BUG	EFFICACY (LPW)	TD DELIVERED LUMENS	BUG	EFFICACY (LPW)	WATTAGE
40L40T_MDL016	15850	B1U0G1	107.0	19015	B1U0G1	128.0	18820	B1U0G1	126.9	19910	B4U0G2	110.9	176
40L50T_MDL016	17935	B1U0G1	102.0	18130	B1U0G1	103.0	17845	B1U0G1	102.0	18600	B4U0G2	125.7	176
40L27T_MDL016	16355	B1U0G1	92.7	16590	B1U0G1	93.5	16525	B1U0G1	92.7	16830	B4U0G2	95.6	176
32L40T_MDL016	13100	B1U0G1	98.4	15660	B2U0G2	117.5	15510	B2U0G2	116.4	16400	B4U0G2	101.9	159
32L50T_MDL016	13585	B1U0G1	98.4	13440	B1U0G1	98.4	13585	B1U0G1	99.5	14615	B4U0G2	105.4	159
32L27T_MDL016	13785	B1U0G1	88.8	13960	B1U0G1	89.5	13955	B1U0G1	89.0	14490	B4U0G2	93.4	159
32L40T_MDL014	13320	B1U0G1	113.7	13280	B2U0G2	112.5	13150	B2U0G2	112.5	13780	B4U0G2	116.8	118
32L50T_MDL014	11760	B1U0G1	106.0	13660	B2U0G2	107.5	12615	B2U0G2	106.9	13160	B4U0G2	111.4	118
32L27T_MDL014	13350	B1U0G1	95.8	13430	B2U0G2	97.0	13405	B2U0G2	96.7	13880	B4U0G2	100.7	118
24L40T_MDL018	11660	B2U0G2	98.8	11815	B2U0G2	100.1	11080	B2U0G2	102.4	12675	B3U0G3	107.4	118
24L50T_MDL018	11115	B1U0G1	99.2	11085	B2U0G2	97.5	11520	B2U0G2	97.8	12085	B3U0G3	102.4	118
24L27T_MDL018	13090	B2U0G2	85.2	10585	B2U0G2	86.3	10965	B2U0G2	88.5	10925	B3U0G3	92.6	118
24L40T_MDL014	9980	B2U0G2	105.2	9685	B2U0G2	108.6	9685	B2U0G2	109.8	10185	B3U0G3	114.4	89
24L50T_MDL014	8825	B2U0G2	100.3	9045	B2U0G2	101.6	9335	B2U0G2	103.8	9710	B3U0G3	109.1	89
24L27T_MDL014	8070	B2U0G2	90.7	8175	B2U0G2	91.9	8350	B2U0G2	91.8	8780	B3U0G3	98.7	89

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Options


7-Pin Control Receptacle with Photocell **(R7-PE/PE4)**


Button Photocell **(PEC/PEC4)**


Motion Sensor **(MOT1/MOT2)**


Double Fuse Holder & (2) 3A Fuses **(FHD)**


Fixed Dimming Resistor Board **(FDRB)**


House Side Shield **(HSS)**

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Specification Sheet

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SL760 Large Post Top

How to Order

Mounting Configuration	Fixture	LED	CCT - Color Temp (K)	Distribution Type	Driver	Lens
1W Wall Mount **P** Post Top **1A** 1 Arm Mount **1APT** 1 Arm & Post Top **2A** 2 Arm Mount @ 180° **2AP0** 2 Arm Mount @ 90° **2APT** 2 Arm @ 180° & Post Top **3A** 3 Arms @ 120° **3AP0** 3 Arms @ 90° **3APT** 3 Arm @ 120° & Post Top **4A** 4 Arms @ 90° **4APT** 4 Arm @ 90° & Post Top **1AM** 1 Arm Mid-Mount **2AM** 2 Arm Mid-Mount @180°	**SL760** SL760	**40L** 40 LEDs **32L** 32 LEDs **24L** 24 LEDs	**27** 2,700K **30** 3,000K **35** 3,500K **40** 4,000K **50** 5,000K	**T2** Type 2 **T3** Type 3 **T4** Type 4 **T5** Type 5	**MDL018** 120V-277V, 180mA [1] **MDH018** 347V-480V, 180mA [1] **MDL016** 120V-277V, 160mA [1] **MDH016** 347V-480V, 160mA [1] **MDL014** 120V-277V, 140mA [1] **MDH014** 347V-480V, 140mA [1]	**CA** Clear Acrylic **FG** Flat Glass [2] **SA** Sag Acrylic [2] **FPG** Frosted Flat Glass [2] **SV1** Flat Soft Vue Light Diffused Acrylic **SV2** Flat Soft Vue Moderate Diffused Acrylic **SV4** Flat Soft Vue Maximum Diffused Acrylic **SV13A** Soft Vue Light Diffused Sag Acrylic [2] **SV45A** Soft Vue Maximum Diffused Sag Acrylic [2] **TDC** Clear Acrylic Teardrop [2] **SV17D** Soft Vue Light Diffused Acrylic Teardrop [2] **SV27D** Soft Vue Moderate Diffused Acrylic Teardrop [2]

Notes:

1. 40L or 24L system only.
2. 40L system only.

3. Not for use with Motion Sensor.

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SL760 Large Post Top

How to Order

Optional Control Receptacle [4, 14]	Optional Control	Optional Motion Sensor [4] (40'/70' dia.)	Optional Fuse [7,15]	Optional House Side Shield	Optional Fixed Dimming Resistor Board [9,11]	Finish
R7 7-Pin control receptacle only.	**PE** Twist-Lock Photocontrol (120V-277V) [7] **PE4** Twist-Lock Photocontrol (347V-480V) [7] **SC** Shorting Cap [7] **PEC** Electronic Button Photocontrol (120V-277V) **PEC4** Electronic Button Photocontrol (480V)	**MOT1** 360° lens, maximum coverage 40' diameter from 20' height **MOT2** 360° lens, maximum coverage 70' diameter from 20' height	**FHD** Double Fuse and Holder	**HSS** 120° House Side Shield **BLOC** Back Light Optical Control	**FDRB** Fixed Dimming Resistor Board	**UGMT** Urban Gun Metal Textured **UGM** Urban Gun Metal Matte **UBT** Urban Bronze Textured **UB** Urban Bronze Matte **USLT** Urban Silver Textured **USL** Urban Silver Matte **UWHT** Urban White Textured **UWH** Urban White Matte **BKT** Black Textured **CM** Custom Match [12, 13, 15]

Notes:

4. Not for use with button Photocell.
5. Not for use with Twist-Lock Photocontrol.
6. Requires control receptacle.
7. Requires PLUG Twist-Lock receptacle.
8. Not for use with HSS.
9. For use with HSS/BLOC driver only.

11. Not for use with Button Photocell.
12. Custom Match requires 6 weeks.
13. Not for use with 10 optic.
14. Smooth finishes are available upon request.
15. Custom colors require upcharge.

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NO.	DATE	BY
1	12/16/25	KHA
2	11/07/25	KHA
	100% SD	
	TRC RESUBMITTAL #1	
	REVISIONS	

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SCALE: AS NOTED
DESIGNED BY: RJW
DRAWN BY: RJW
CHECKED BY: SK

FOCUS

PHOTOMETRIC DETAILS

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 12/05/2025
KHA PROJECT NO. 168909003

SHEET NUMBER
PH2.0

Drawing name: K:\DHS_LDEV\168909003_FocusPH3_VernonHills_IL\2 Design\CAD\PlanSheets\Preliminary Engineering\PH2.X PHOTOMETRICS PLAN.dwg Dec 19, 2025 4:48pm by: Kayla.Gullivan
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LIGHT FIXTURE SCHEDULE

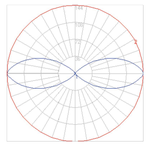
SYMBOL	TAG	DESCRIPTION	MODEL NUMBER	FIXTURE QUANTITY	POLE QUANTITY	MOUNTING STYLE	LAMPS	LLF	B-U-G RATING	FIXTURE WATTS	FIXTURE LUMENS	COLOR	MOUNTING HEIGHT	NOTES
	L1	BEGA LED SYSTEM BOLLARD 99865	BEGA 99865	34	-	BOLLARD	LED	0.9	B1-U0-G0	34	12,080	3000K	2.9FT	EFFECTIVE FIXTURE MOUNTING HEIGHT = 2' - 11". SPECIFY BEGA BOLLARD TUBE BASE 84623 WHEN ORDERING. CONFIRM FIXTURE FINISH WITH OWNER PRIOR TO PURCHASE.
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	EL1	EXISTING LIGHT FIXTURE - MAVERICK ENERGY SOLUTIONS LED AREA LIGHT, TYPE III DISTRIBUTION, QTY (3) LUMINAIRES PER POLE	QTY (3): MES-PL-450-HV-WHT	12	4	POLE-MOUNT TRIPLE HEAD	LED	0.8	B4-U0-G5	241 PER FIXTURE; 723 TOTAL	33,168 PER FIXTURE; 99,504 TOTAL	5000K	38FT	EXISTING LIGHT FIXTURE ON ADJACENT SITE. INCLUDED FOR REFERENCE ONLY. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROCURING OR INSTALLING ANY COMPONENTS ASSOCIATED WITH THIS FIXTURE.
	EL2	EXISTING LIGHT FIXTURE - LANDSCAPE FORMS ALCOTT AREA LIGHT, TYPE V DISTRIBUTION	AC-096L5-035F-40K-UV1-14	7	7	POLE-MOUNT SINGLE HEAD	LED	0.8	B3-U0-G1	115	5,752	4000K	14FT	EXISTING LIGHT FIXTURE ON ADJACENT SITE. INCLUDED FOR REFERENCE ONLY. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PROCURING OR INSTALLING ANY COMPONENTS ASSOCIATED WITH THIS FIXTURE.
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BEGA

Photometric Filename: 99865.ies

TEST: BE_99865
TEST LAB: BEGA
DATE: 11/10/2015
LUMINAIRE: 99 865
LAMP: 29.4W LED





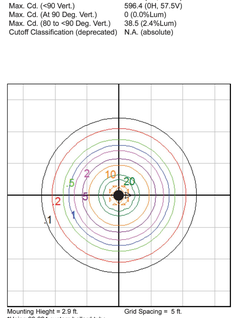
Characteristics

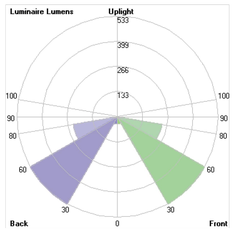
IES Classification	Type V
Longitudinal Classification	Short
Lumens Per Lamp	N.A. (absolute)
Total Lamp Lumens	N.A. (absolute)
Luminaire Lumens	1637
Downward Total Efficiency	N.A.
Total Luminaire Efficiency	N.A.
Luminaire Efficacy Rating (LER)	48
Total Luminaire Watts	34
Ballast Factor	1.00
Upward Waste Light Ratio	0.00
Max. Cd.	596.4 (0H, 57.5V)
Max. Cd. (<90 Vert.)	596.4 (0H, 57.5V)
Max. Cd. (At 90 Deg. Vert.)	0 (0.0%Lum)
Max. Cd. (80 to <90 Deg. Vert.)	38.5 (2.4%Lum)
Cutoff Classification (deprecated)	N.A. (absolute)

Lum. Classification System (LCS)

LCS Zone	Lumens	%Lamp	%Lum
FL (0-30)	38.8	N.A.	2.4
FM (30-60)	532.6	N.A.	32.5
FH (60-80)	238.2	N.A.	14.6
FVH (80-90)	8.8	N.A.	0.5
BL (0-30)	38.8	N.A.	2.4
BM (30-60)	532.6	N.A.	32.5
BH (60-80)	238.2	N.A.	14.6
BVH (80-90)	8.8	N.A.	0.5
UL (90-100)	0.0	N.A.	0.0
UH (100-180)	0.0	N.A.	0.0
Total	1636.8	N.A.	100.0

BUG Rating **B1-U0-G0**





Mounting Height = 2.9 ft. Grid Spacing = 5 ft.
*Using 99 624 system bollard tube

In the interest of product improvement, BEGA reserves the right to make technical changes without notice.

System bollard head · Shielded · 360° **BEGA**

Application
BEGA system bollard head with shielded 360° light distribution. Simply order the bollard head and also the required bollard tube in various heights and options. Both modules can be joined together easily and quickly during the installation.

Materials
Clear safety glass with white ceramic coating
Die-cast aluminum
Extruded aluminum
Marine grade, copper free (≤ 0.3% copper content) A360.0 aluminum alloy
High temperature silicone gasket
Mechanically captive stainless steel fasteners
Interlocking stainless steel mounting mechanism for attachment of head and tube
Stainless steel helicoils
Pure anodized aluminum reflector surface

NRTL listed to North American Standards, suitable for wet locations
Protection class IP 65

Weight: 17.2 lbs.

Electrical

Operating voltage	120-277VAC
Minimum start temperature	-30°C
LED module wattage	29.4 W
System wattage	34.0 W
Controllability	0-10V dimming down to 1%
Color rendering index	Ra > 80
Luminaire lumens	1637 lm
LED service life (L70)	60000 hrs

LED color temperature
☐ 4000K (K4)
☐ 3500K (K3S)
☐ 3000K (K3)
☐ 2700K (K27)

BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Finish
All BEGA standard finishes are matte, textured powder coat with minimum 3 mil thickness. BEGA Unidure® finish provides superior fade protection in Black, Bronze, and Silver. BEGA standard White is a super durable polyester powder. Optionally available RAL, custom, and premium colors provided in polyester powder and/or liquid paint.

Available colors
☐ Black (BLK)
☐ Silver (SLV)
☐ Natural Bronze (NTB)
☐ CUS:
☐ Bronze (BRZ)
☐ White (WHT)
☐ RAL:

Type:
BEGA Product:
Project:
Modified:

Available options
☐ CUS Custom finish
☐ MGU Marine grade undercoat
☐ NTB Natural bronze (premium finish)
☐ RAL RAL Classic, matte finish





System bollard head · Shielded · 360°

	LED	A	B
B99865	29.4W	10 3/4	7 5/8

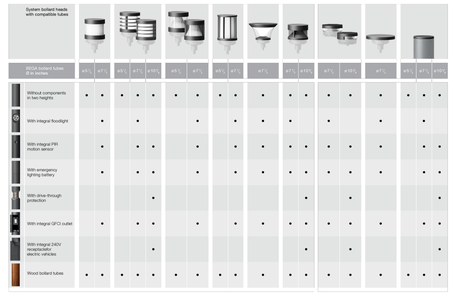
Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us.com
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Updated 09/12/25

System bollard summary · Round **BEGA**

The overview provides a compact summary of the possibilities for combining the various bollard heads with the bollard tubes and their additional functions.

For each bollard head you can find matching bollard tubes with and without components.



Compatible tubes · Ø 10 3/4

System bollard tube · No access door

	A	B
B99619	10 3/4	14 1/4

System bollard tube · With access door

	A	B
B99624	10 3/4	34 1/2

System bollard tube · Integral PIR motion sensor

	A	B
B99659	10 3/4	34 1/2

System bollard tube · Integral emergency lighting battery

	A	B
B99636	10 3/4	34 1/2

System bollard tube · Drive-through protection

	A	B
B84623	10 3/4	34 1/2

System bollard tube · Integral GFCI outlet

	A	B
B99627	10 3/4	34 1/2

System bollard tube · Integral 240V receptacle

	A	B
B98010	10 3/4	39

Wood system bollard tube · Round

	A	B
B84465	10 3/4	34 1/2

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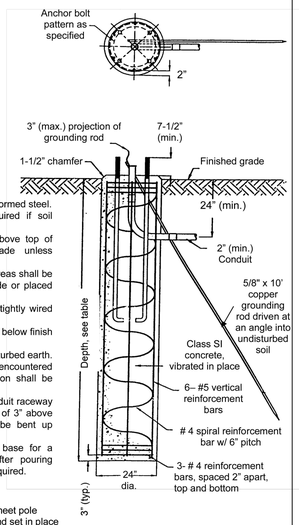
Updated 09/03/25

Appendix B – Development Regulations

VILLAGE OF VERNON HILLS
EXHIBIT NO. 37

STREET LIGHT FOUNDATION DETAIL

pole height	in-ground foundation depth
up to 20'	6'
21' to 30'	8'
31' to 40'	11'



Notes:

1. All reinforcement bars shall be deformed steel.
2. Deeper foundations will be required if soil conditions warrant.
3. Top of foundation shall be 2" above top of adjacent curb for finished grade unless approved by the Village Engineer.
4. Top of foundations in pavement areas shall be extended 30" above finished grade or placed outside of 24" of the back of curb.
5. Rebar "cage" is to be welded or tightly wired so as to remain rigid.
6. Formwork is to extend at least 18" below finish grade.
7. Concrete shall be poured to undisturbed earth. For instances where loose soil is encountered the entire length of the foundation shall be formed.
8. Ground rod, anchor bolts and conduit raceway shall have a maximum projection of 3" above top of base. Ground rod shall be bent up vertical at top.
9. Light pole shall not be set on base for a minimum of seven (7) days after pouring concrete. A method of curing is required.

** Pole anchor rods shall meet pole manufacturers' specifications and set in place before pouring concrete.

NO.	REVISIONS	DATE	BY
1	TRC RESUBMITTAL #1	11/07/25	KHA
	100% SD	12/16/25	KHA

Kimley»Horn

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WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: RJW
DRAWN BY: RJW
CHECKED BY: SK

FOCUS

PHOTOMETRIC DETAILS

HAWTHORN TOWNHOMES
228 HAWTHORN CENTER
VERNON HILLS, IL 60061

ORIGINAL ISSUE: 12/05/2025
KHA PROJECT NO. 168909003
SHEET NUMBER
PH2.1

Drawing name: K:\CHS_LDEV\168909003_FocusPh3_VernonHills_IL\2 Design\CAD\PlanSheets\Preliminary Engineering\PHX.X PHOTOMETRICS PLAN.dwg Dec 18, 2025 - 4:48pm by: KoyA.OSullivan
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OVERALL LANDSCAPE PLAN KEY

SCALE: 1" = 30'-0"

N

0 15' 30' 60'

PLANT KEY

SHADE TREE (54 PROPOSED)

ORNAMENTAL TREE (36 PROPOSED)

EVERGREEN TREE (9 PROPOSED)

DECIDUOUS SHRUB (150 PROPOSED)

EVERGREEN SHRUB (50 PROPOSED)

FOUNDATION PLANTING (17,500 SF PROPOSED)

SEE SHEET L1.5 FOR TYPICAL FOUNDATION PLANTING

Typical Master Plant List

Symbol	Quantity	Botanical Name	Common Name	Size	Origin
		Shade Trees			
AFR		ACER X FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	3" BB	
BEN		BETULA NIGRA	RIVER BIRCH	10' BB	NATIVE
CEO		CELTUS OCCIDENTALIS	COMMON HACKBERRY	3" BB	NATIVE
GTI		GLEDITSIA TRIACANTHOS 'SKYLINE'	SKYLINE HONEYLOCUST	3" BB	
LIT		LIRODENDRON TULIPIFERA	TULIPTREE	3" BB	NATIVE
PLA		PLATANUS x ACERIFOLIA 'MORTON CIRCLE'	EXCLAMATION LONDON PLANETREE	3" BB	
QBI		QUERCUS BICOLOR	SWAMP WHITE OAK	3" BB	NATIVE
TCA		TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	3" BB	
UNH		ULMUS x NEW HORIZON	NEW HORIZION ELM	3" BB	
		Evergreen Trees			
POM		PICEA OMORIKA	SERBIAN SPRUCE	8' BB	
PSU		PSEUDOSTUGA MENZIESII	DOUGLAS FIR	8' BB	
TOT		THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	6' BB	NATIVAR
		Ornamental Trees			
AME		AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	6' BB	NATIVE
CER		CERCIS CANADENSIS	EASTERN REDBUD	8' BB	NATIVE
CRA		CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	6' BB	
HAV		HAMAMELIS VIRGINIANA	COMMON WITCHHAZEL	6' BB	NATIVE
MAL		MALUS 'ADAMS'	CRABAPPLE	2.5" BB	
		Evergreen Shrubs			
BC		BUXUS 'CHICAGOLAND GREEN'	BOXWOOD	24" BB	
JCM		JUNIPERUS CHINENSIS 'MINT JULIP'	MINT JULIP SPREADING JUNIPER	24" BB	
TD		TAXUS x MEDIA 'DENSIFORMIS'	DENSE YEW	24" BB	
		Deciduous Shrubs			
AM		ARONIA MELANOCARPA '!ROQUOIS BEAUTY'	IROQUOIS BEAUTY BLACK CHOKEBERRY	5 GAL	NATIVAR
DL		DIERVILLA LONICERA	DWARF BUSH-HONEYSUCKLE	3 GAL	NATIVE
EA		EUONYMOUS ALATA 'COMPACTA'	DWARF BURNING BUSH	3' BB	
HP		HYDRANGEA PANICULATA 'TARDIVA'	TARDIVA HYDRANGEA	36" BB	
RK		ROSA 'KNOCKOUT'	KNOCKOUT SHRUB ROSE	2 GAL	
SM		SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	24" BB	
VD		VIBURNUM DENTATUM 'CHICAGO LUSTRE'	CHICAGO LUSTRE ARROWWOOD VIBURNUM	48" BB	NATIVAR
		Groundcover			
ef		EUONYMOUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	3" POTS	
es		ERAGROSTIS SPECTABILIS	PURPLE LOVEGRASS	3" POTS	NATIVE
		Perennials			
as		ALLIUM 'SUMMER BEAUTY'	SUMMER BEAUTY ONION	1 GAL	
ep		ECHINACEA PALLIDA	PALE PURPLE CONEFLOWER	1 GAL	NATIVE
hs		HEMEROCALLIS 'STELLA D'ORO'	SELLA D'ORO DAYLILY	1 GAL	
nf		NEPETA X FAASSENII	FAASSEN'S CATMINT	1 GAL	
rf		RUDBECKIA FULGIDA var. SPECIOSA	ORANGE CONEFLOWER	1 GAL	NATIVE
		Grasses			
cg		CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	3 GAL	
pv		PANICUM VIRGATUM	SWITCH GRASS	3 GAL	NATIVE
sh		SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	1 GAL	NATIVE

NOTE: PLANT LIST REFLECTS OVERALL SITE PLANTING. SEE SHEET L1.5 FOR FOUNDATION PLANTING DETAILS

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REGISTERED LANDSCAPE ARCHITECT
KATHRYN MAXWELL TALTY
157-001196
STATE OF ILLINOIS

no.	revision description	initial	date
1	TRC SUBMITTAL #1	DJW	10-02-25
2	TRC SUBMITTAL #2	DJW	11-11-25
3	ISSUED FOR 100% PD	DJW	12-15-25

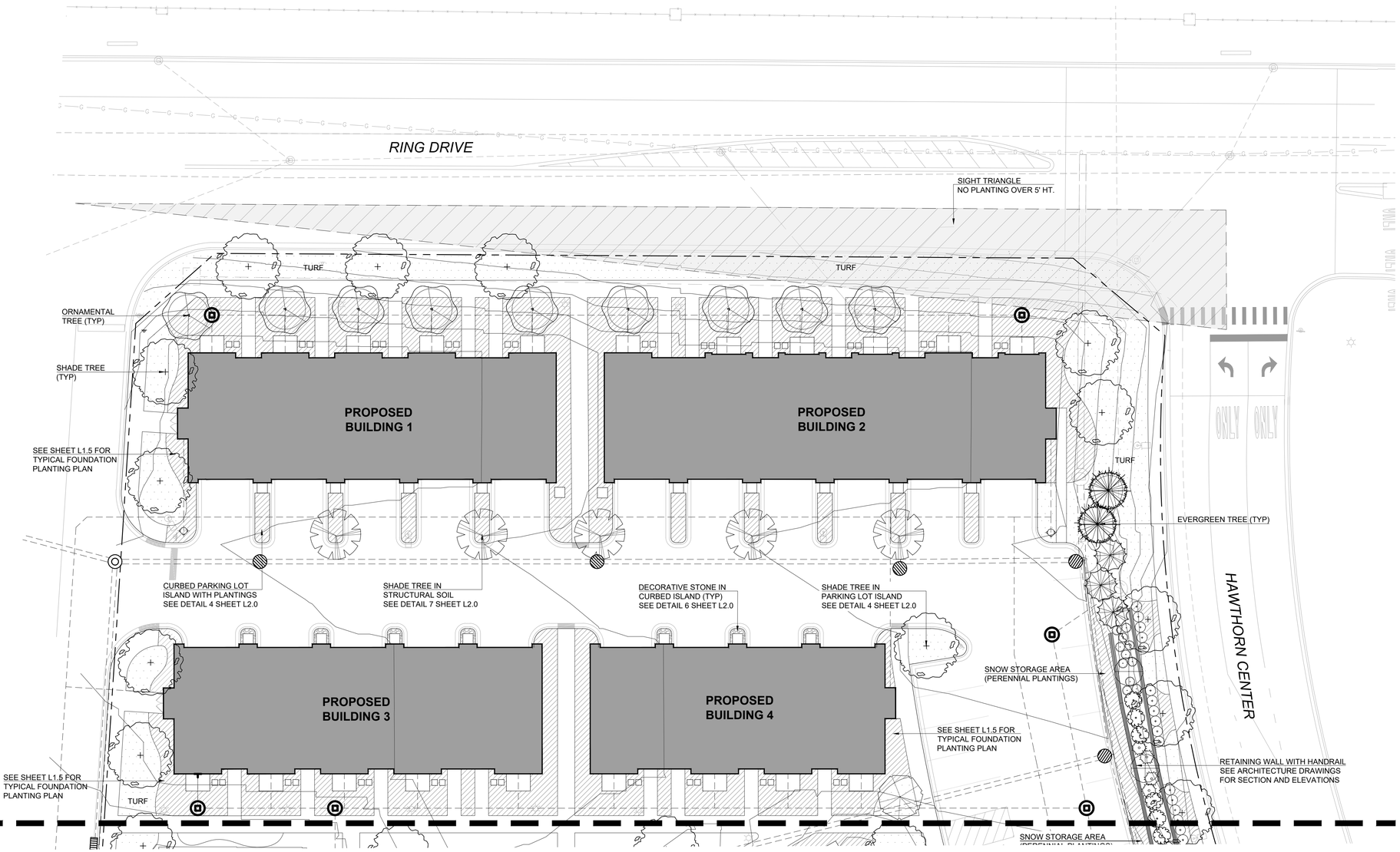
HAWTHORNE MALL
VERNON HILLS, IL

OVERALL LANDSCAPE PLAN
TYPICAL MASTER PLANT LIST
PLANT KEY

date. 09-08-25 | drawn DJW | checked KMT

job no. 25390

sheet no. L1.0



SEE SHEET L1.2

LANDSCAPE PLAN - NORTH

SCALE: $\frac{1}{16}$" = 1'-0"

N

0 8' 16' 32'

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REGISTERED LANDSCAPE ARCHITECT
KATHRYN MAXWELL TALTY
157-0015
STATE OF ILLINOIS

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	TRC SUBMITTAL #2	DJW	11-11-25
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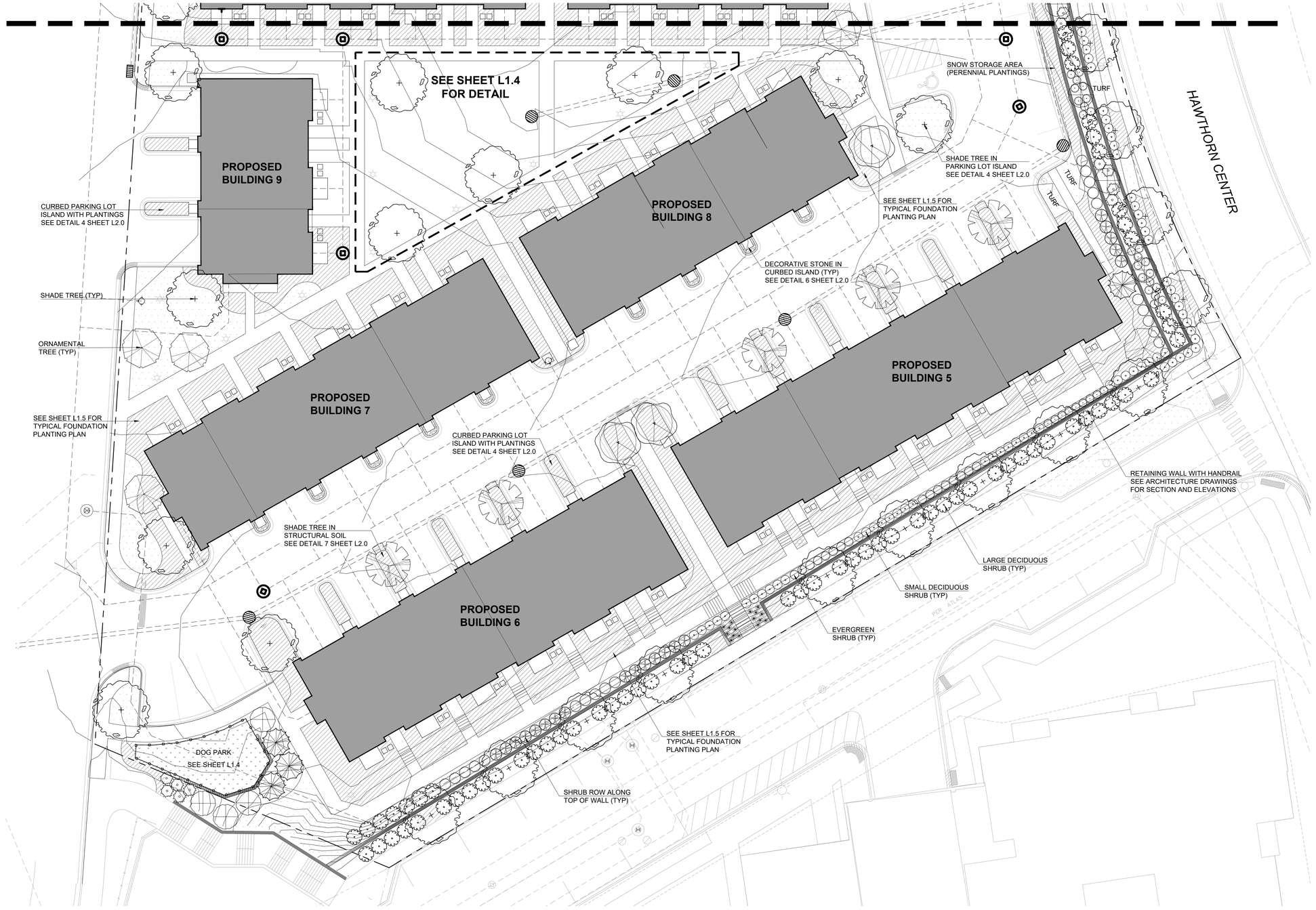
HAWTHORNE MALL
VERNON HILLS, IL

LANDSCAPE PLAN - NORTH

date. 09-08-25 | drawn. DJW | checked KMT

job no. 25390

sheet no. L1.1



LANDSCAPE PLAN - SOUTH

SCALE: $\frac{1}{16}$" = 10'-0"

N

0 8' 16' 32'

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	TRC SUBMITTAL #2	DJW	11-11-25
	ISSUED FOR 100% PD	DJW	12-15-25

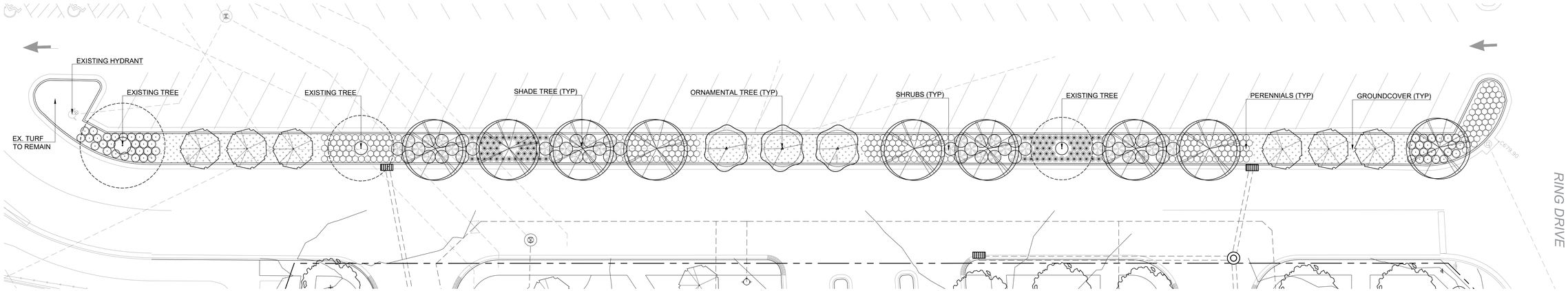
HAWTHORNE MALL
VERNON HILLS, IL

LANDSCAPE PLAN - SOUTH

date: 09-08-25
drawn: DJW
checked: KMT

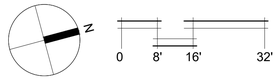
job no. 25390

sheet no. L1.2



WEST PARKING LOT ISLAND PLANTING PLAN

SCALE: $\frac{1}{16}$" = 10'-0"



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REGISTERED LANDSCAPE ARCHITECT
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2	TRC SUBMITTAL #2	DJW	11-11-25
3	ISSUED FOR 100% PD	DJW	12-15-25

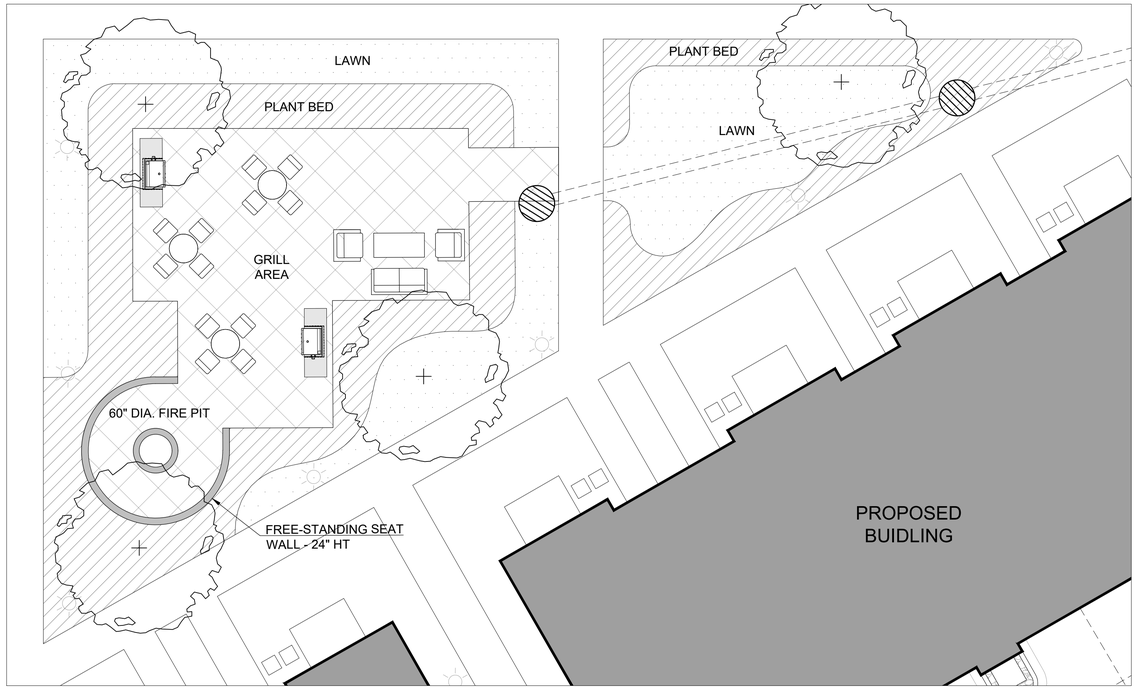
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VERNON HILLS, IL

WEST PARKING LOT PLANTING

date: 09-08-25
drawn: DJW
checked: KMT

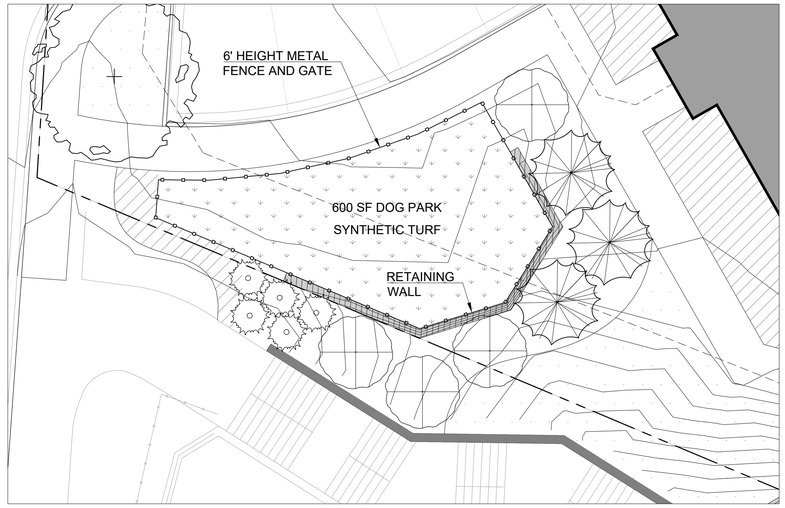
job no. 25390

sheet no. L1.3



COURTYARD LANDSCAPE PLAN

SCALE: $\frac{1}{8}$" = 1'-0"



DOG PARK PLAN

SCALE: $\frac{1}{8}$" = 1'-0"

HARDSCAPE AND AMENITY SPECIFICATIONS

MANU.	PRODUCT	MATERIAL	FINISH	COLOR	SIZE
RETAINING WALL					
TECHOBLOCK	RAFFINATO	TBD	TBD	TBD	SEE PLAN
FREE-STANDING SEAT WALL - 24" HT					
TECHOBLOCK	RAFFINATO	TBD	TBD	TBD	SEE PLAN
FIRE PIT					
TECHOBLOCK	RAFFINATO	CONCRETE	TBD	TBD	SEE PLAN
TERRACE PAVERS					
TECHOBLOCK	INDUSTRIA SMOOTH	CONCRETE	TBD	TBD	24" x 24"
DOG PARK FENCE					
AMERISTAR	MONTAGE	STEEL	BLACK	TBD	6' HT
SYNTHETIC TURF					
FOREVER LAWN	K9 GRASS	N/A	N/A	TBD	SEE PLAN

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REGISTERED LANDSCAPE ARCHITECT
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	ISSUED FOR 100% PD	DJW	12-15-25

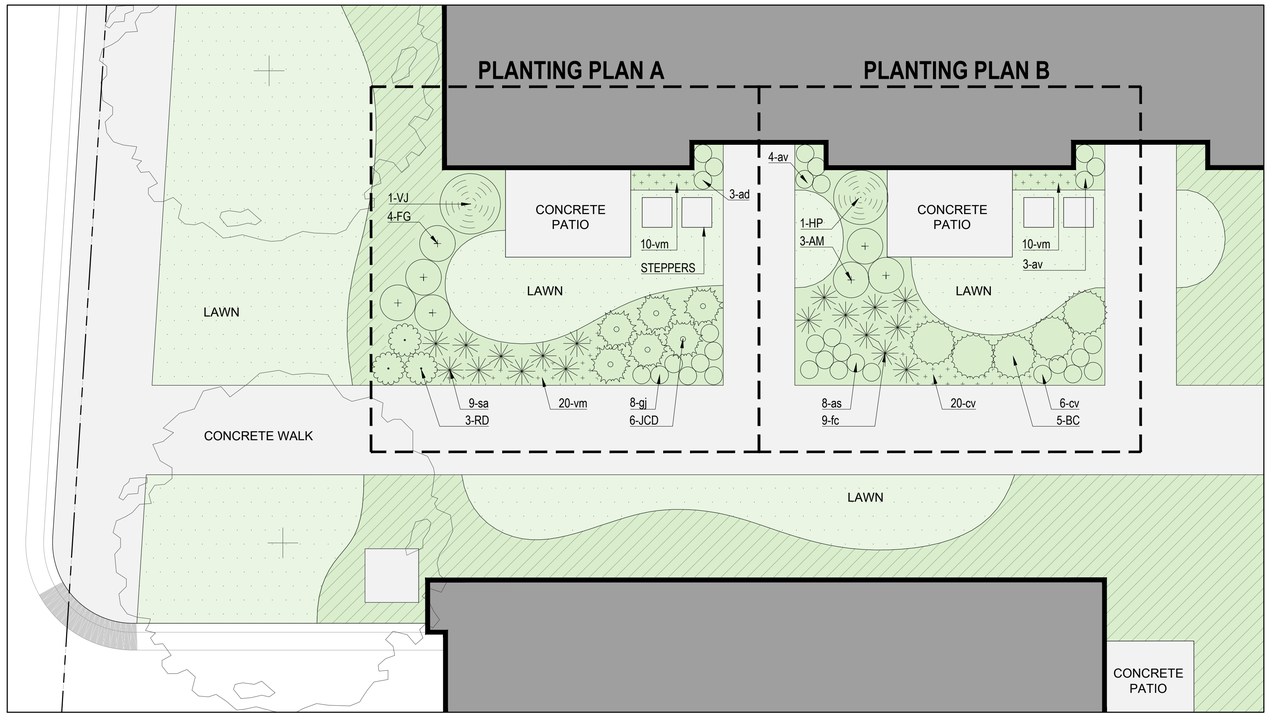
HAWTHORNE MALL
VERNON HILLS, IL

COURTYARD LANDSCAPE PLAN
TYPICAL FOUNDATION PLAN
HARDSCAPE AND AMENITY
SPECIFICATIONS

date. 09-08-25
drawn DJW
checked KMT

job no. 25390

sheet no. L1.4



TYPICAL FOUNDATION PLANTING PLAN

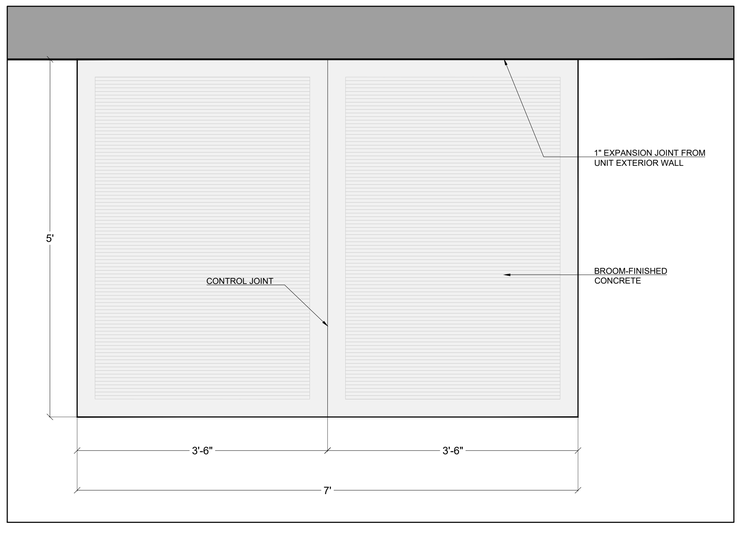
SCALE: $\frac{1}{4}$" = 1'-0"

Typical Unit Foundation Plant List - Plan A						
Symbol	Quantity	Botanical Name	Common Name	Size	Origin	Notes
			Evergreen Shrubs			
JCD	6	JUNIPERUS CHINENSIS 'DAUB'S FROSTED'	DAUB'S FROSTED JUNIPER	3 GAL		
			Deciduous Shrubs			
FG	4	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	3 GAL	NATIVE	
RD	3	ROSA 'DRIFT SWEET'	GROUNDCOVER ROSE	2 GAL		PINK FLOWER
			Groundcover			
vm	30	VINCA MINOR	PERIWINKLE	3" POTS		
			Perennials			
ad	3	ASTILBE JAPONICA 'DEUTSCHLAND'	FALSE SPIREA	1 GAL		
gj	8	GERANIUM X 'JOHNSON'S BLUE'	JOHNSON'S BLUE GERANIUM	1 GAL		
			Grasses			
sa	9	SESLERIA AUTUMNALIS	AUTUMN MOOR GRASS	1 GAL		

NOTE: ABOVE PLANT LIST REFLECTS PLANT QUANTITIES FOR ONE "PLAN A" TOWNHOME. 24 "PLAN A" TOWNHOMES TOTAL.

Typical Unit Foundation Plant List - Plan B						
Symbol	Quantity	Botanical Name	Common Name	Size	Origin	Notes
			Evergreen Shrubs			
BC	5	BUXUS 'CHICAGOLAND GREEN'	BOXWOOD	24" BB		
			Deciduous Shrubs			
AM	3	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	IROQUOIS BEAUTY BLACK CHOKEBERRY	5 GAL	NATIVAR	
HP	1	HYDRANGEA PANICULATA 'TARDIVA'	TARDIVA HYDRANGEA	36" BB		
			Groundcover			
vm	30	VINCA MINOR	PERIWINKLE	3" POTS		
			Perennials			
as	8	ALLIUM 'SUMMER BEAUTY'	SUMMER BEAUTY ONION	1 GAL		
av	7	ASTILBE CHINENSIS 'VISIONS'	VISIONS IN PINK ASTILBE	1 GAL		
cv	6	COREOPSIS VERTICILLATA 'CRÈME BRULEE'	TICKSEED	1 GAL	NATIVAR	
			Grasses			
fc	9	FESTUCA x 'COOL AS ICE'	FESCUE	1 GAL		

NOTE: ABOVE PLANT LIST REFLECTS PLANT QUANTITIES FOR ONE "PLAN B" TOWNHOME. 23 "PLAN B" TOWNHOMES TOTAL.



TYPICAL PATIO LAYOUT

SCALE: 1" = 1'-0"

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REGISTERED LANDSCAPE ARCHITECT
KATHRYN MAXWELL TALTY
157-001196
STATE OF ILLINOIS

no.	revision description	initial	date
	TRC SUBMITTAL #1	DJW	10-02-25
	TRC SUBMITTAL #2	DJW	11-11-25
	ISSUED FOR 100% PD	DJW	12-15-25

HAWTHORNE MALL
VERNON HILLS, IL

TYPICAL FOUNDATION PLAN
TYPICAL PATIO LAYOUT
FOUNDATION PLANT LIST

date. 09-08-25
drawn DJW
checked KMT

job no. 25390

sheet no. L1.5



Partial Front Elevation

Scale: 1/16" = 1'-0"

Typical Building Elevation Materials

HAWTHORN MALL TOWNHOMES

Vernon Hills, IL

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December 15, 2025 - 100% Schematic Design

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Partial Rear Elevation

Scale: 1/16" = 1'-0"



Typical Side Elevation

Scale: 1/16" = 1'-0"



Typical Breezeway Side Elevation

Scale: 1/16" = 1'-0"

Typical Building Elevation Materials

HAWTHORN MALL TOWNHOMES

Vernon Hills, IL

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Rear Elevation
Scale: 1/16" = 1'-0"



Left Side Elevation
Scale: 1/16" = 1'-0"



Right Side Elevation
Scale: 1/16" = 1'-0"



Front Elevation
Scale: 1/16" = 1'-0"

Building 3 & 4 Elevations

HAWTHORN MALL TOWNHOMES

Vernon Hills, IL

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Rear Elevation
Scale : 1" = 20'



Left Side Elevation
Scale : 1" = 20'



Right Side Elevation
Scale : 1" = 20'



Front Elevation
Scale : 1" = 20'

Building 5 & 6 Elevations

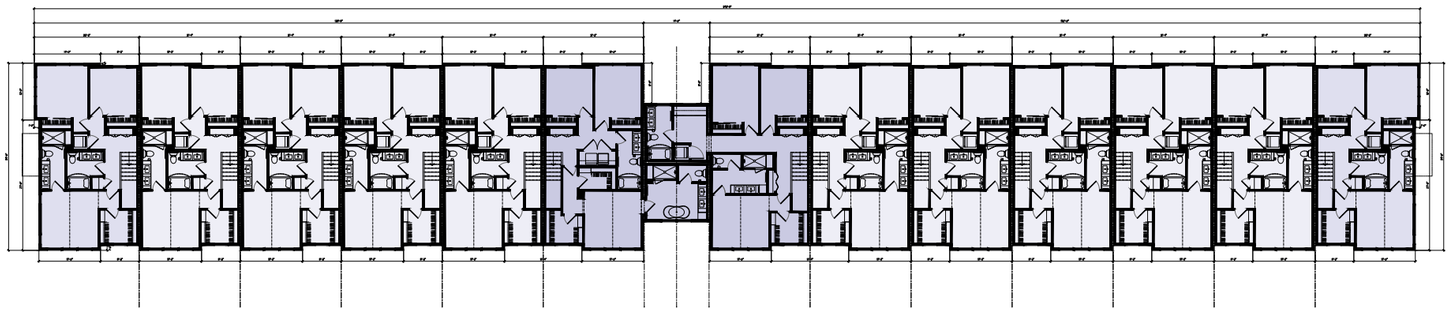
HAWTHORN MALL TOWNHOMES

Vernon Hills, IL

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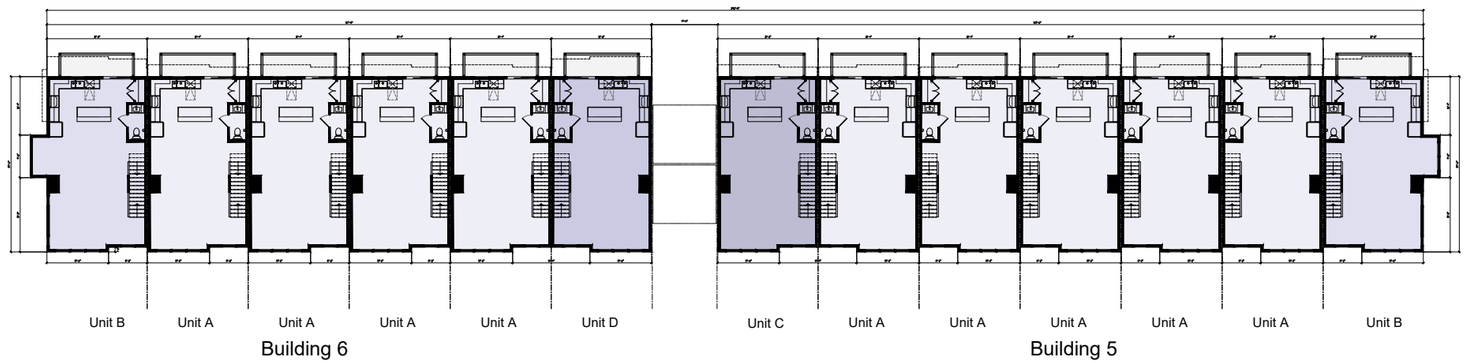
December 15, 2025 - 100% Schematic Design

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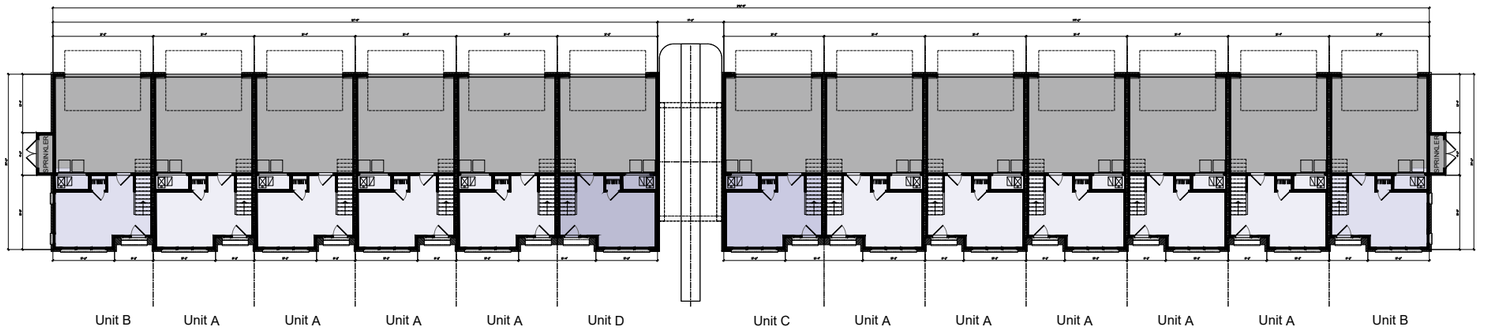
Building - 5 & 6 Upper Floor Assembly Plan

SCALE: 1/32"=1'-0"



Building - 5 & 6 Main Floor Assembly Plan

SCALE: 1/32"=1'-0"



Building 5 & 6 Lower Floor Assembly Plan

SCALE: 1/32"=1'-0"

HAWTHORN MALL TOWNHOMES

Vernon Hills, IL

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Rear Elevation
Scale: 1/16" = 1'-0"



Left Side Elevation
Scale: 1/16" = 1'-0"



Right Side Elevation
Scale: 1/16" = 1'-0"



Front Elevation
Scale: 1/16" = 1'-0"

Building 9 Elevations

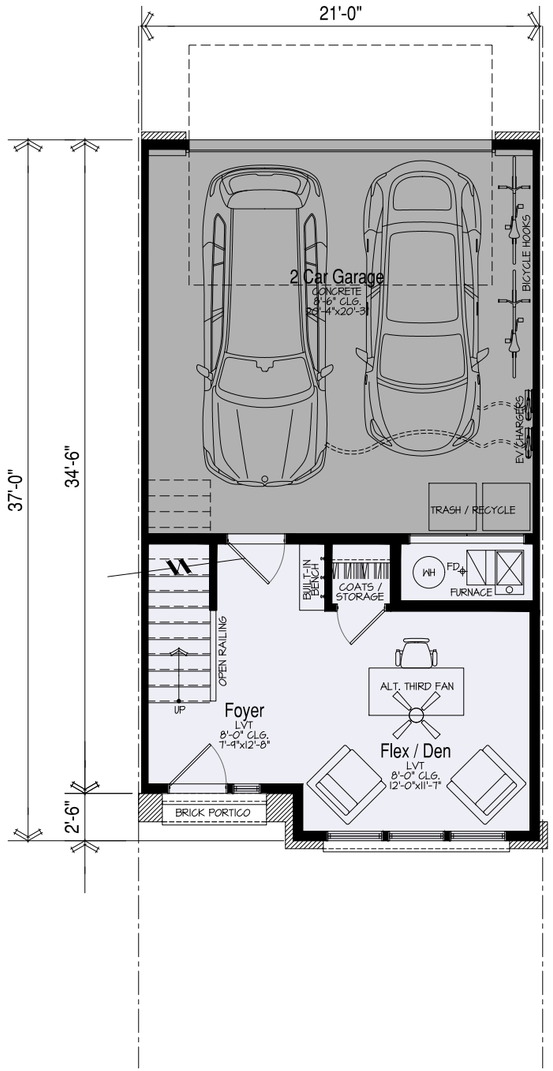
HAWTHORN MALL TOWNHOMES

Vernon Hills, IL

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December 15, 2025 - 100% Schematic Design

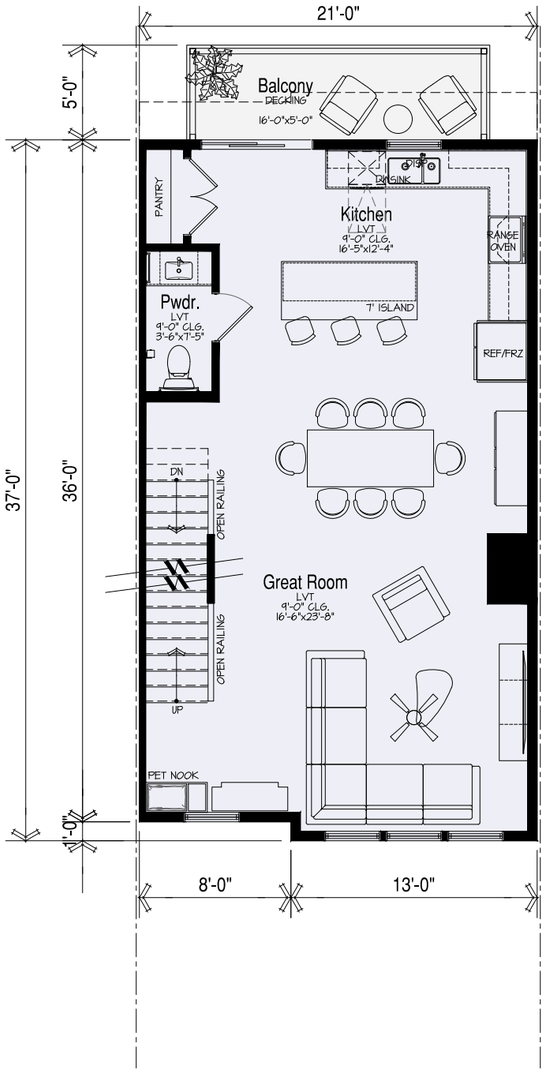
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NRSF: 320

Unit - A Lower Floor Plan

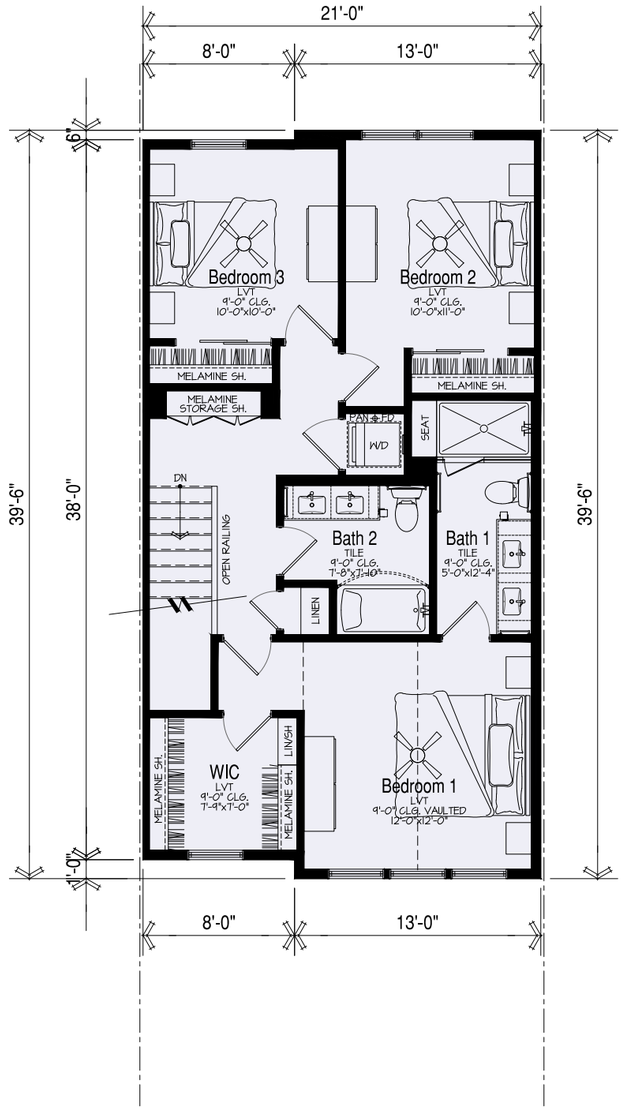
SCALE: 1/8"=1'-0" A-XLFR-1



NRSF: 769

Unit - A Main Floor Plan

SCALE: 1/8"=1'-0" A-XLFR-2



NRSF: 774

Unit - A Upper Floor Plan

SCALE: 1/8"=1'-0" A-XLFR-3

UNIT A - 1863 Total SF

HAWTHORN MALL TOWNHOMES

Vernon Hills, IL

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December 15, 2025 - 100% Schematic Design

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Hawthorn Townhomes

Residential Townhome Development

Planning and Zoning Commission

Vernon Hills, IL

February 11, 2026



Parking Signage

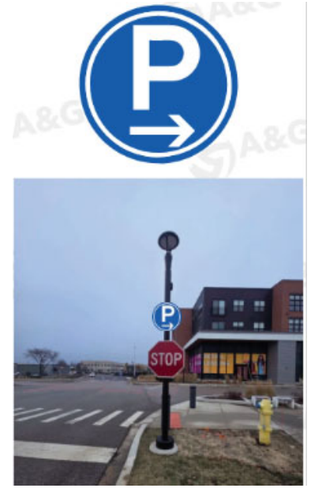
It is important to the Ownership Group to improve the customer experience. Campus wide parking signage improvements are ongoing













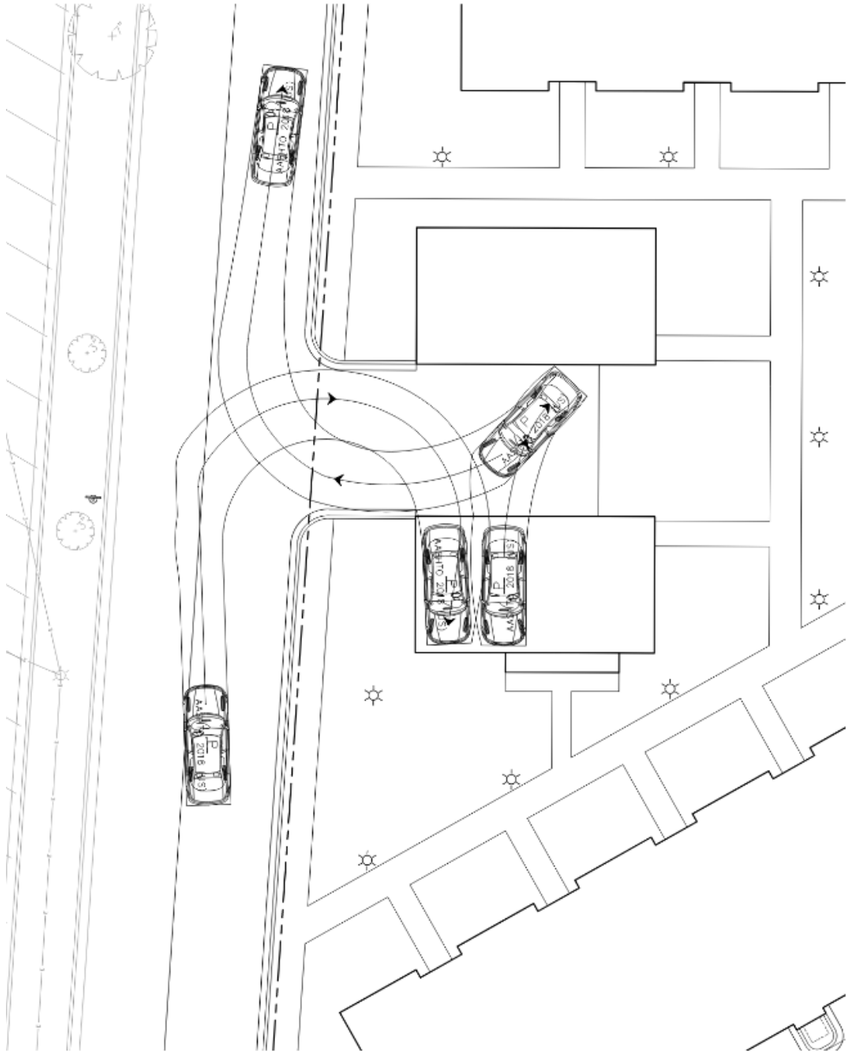
Four Program Updates

Building 9: ingress and egress improvements and reduced density. Updated 9A and 9B.

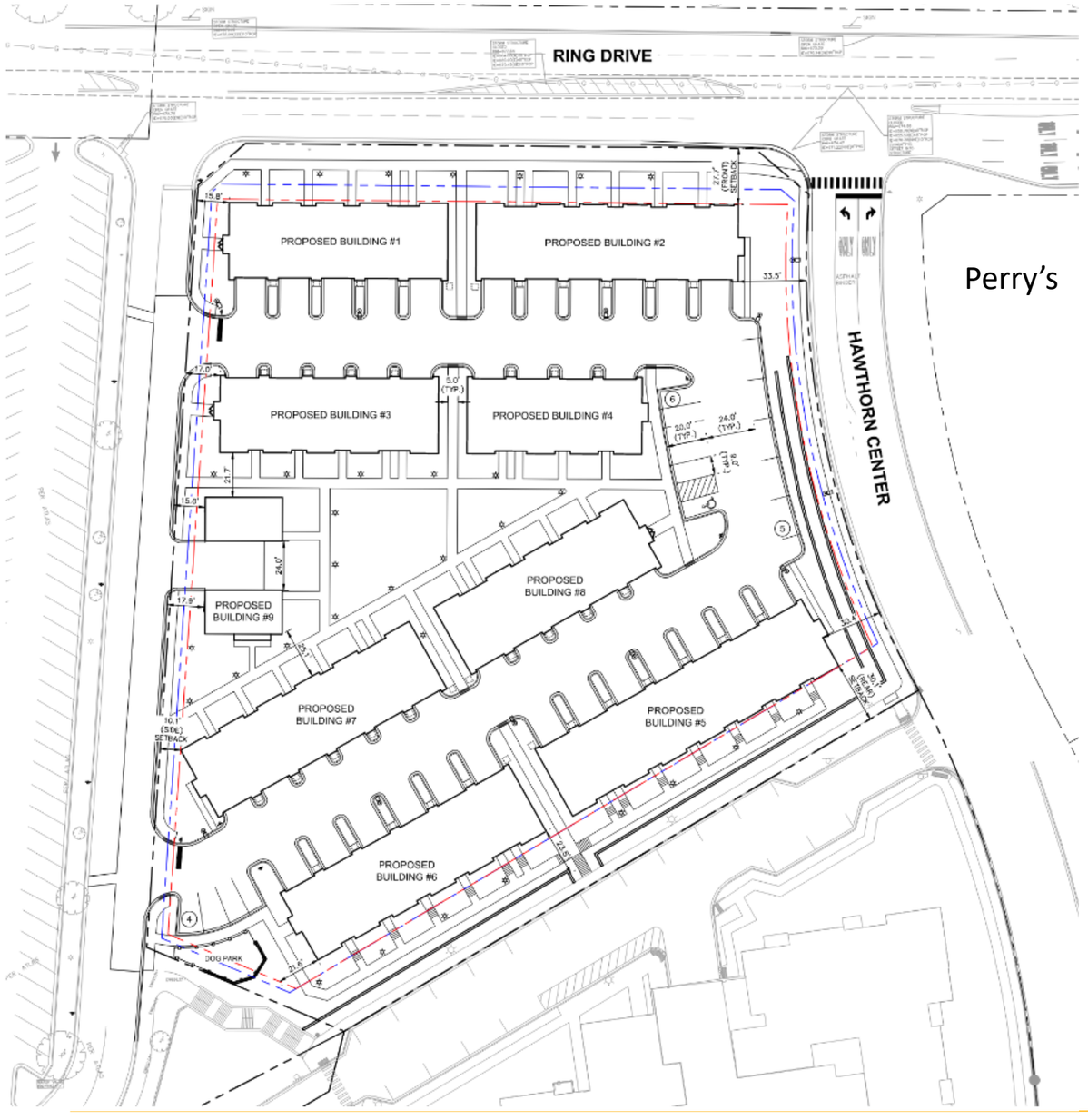
Rear to rear alley offset parking and parking ratio.

AMC Median Plantings and Irrigation.

Sidewalk Connectivity and Grade Transitions.



Hawthorn Row and Hawthorn Mall – Townhome Boundary



Perry's

LEGEND

REQUIRED SETBACK

PROPOSED SETBACK

PROPERTY LINE

ZONING	
CURRENT ZONE	B1 PUD
PROPOSED ZONE	B1 PUD*
*BULK REGULATION REFERENCE TO R-6	
REQUIRED DENSITY	5,000 SF/DU (8.72DU/AC)
REQUESTED DENSITY	2,652 SF/DU (16.43DU/AC)
REQUIRED LOT WIDTH	25'
REQUESTED LOT WIDTH	21'
REQUIRED (FRONT) SETBACK	20.0'
PROPOSED (FRONT) SETBACK	27.5'
REQUIRED (SIDE) SETBACK	7.0'
PROPOSED (SIDE) SETBACK	10.0'
REQUIRED (REAR) SETBACK	30.0'
PROPOSED (REAR) SETBACK	30.0'
REQUIRED BUILDING HEIGHT	35.0'
PROPOSED BUILDING HEIGHT	45.0'
PARKING	
REQUIRED PARKING 2/DU + 0.3/DU GUEST (92+15)	107
PROPOSED PARKING	107

Program Update 1

Building 9: Ingress and Egress Improvements

- Reduced unit counts from 47 units to 46
- Removed the reverse egress concern, now both building 9A and 9B have forward facing exit approaches to Hawthorn Center



9A + B



9A + B

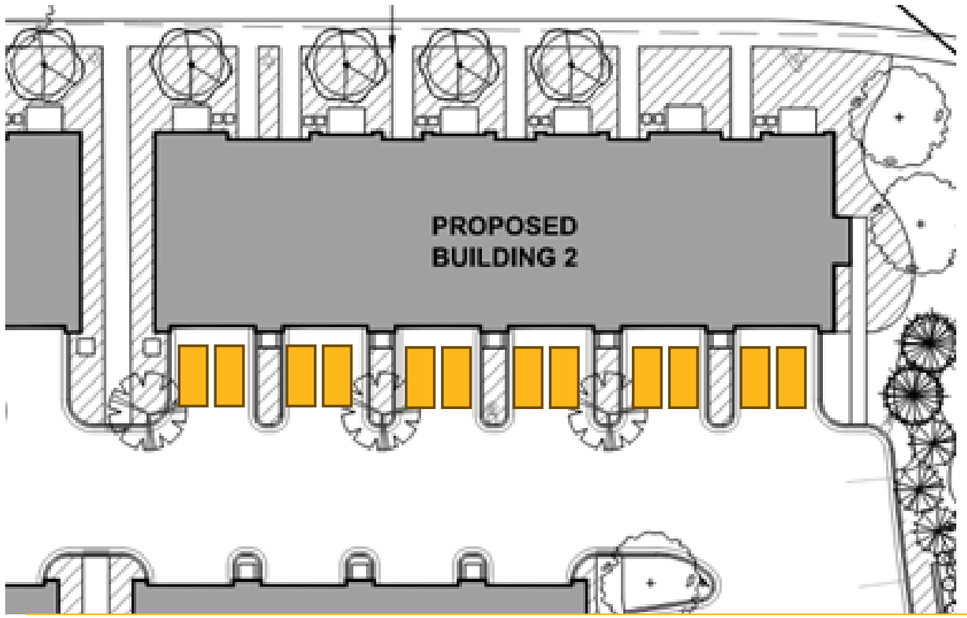


9A + B



2. Rear to Rear Offset

- Large Aprons allow Buildings 1,2,5, 6 and 9 to have **additional 2 guest spots** in from on their garage. for pedestrian connection through the development.
- Buildings 3, 4, 7, 8, and 9 have 15, guest spots with a 15/21 unit = .714 Parking ratio. Code minimum is .3





3. AMC Median

- The island west of the development shall be irrigated and the turf grass areas shall be replaced with extended landscape beds.
- Centennial has agreed to maintain



3. AMC Median



PURPLE PAVEMENT RUGOSA ROSE



JETHRO TULL COREOPSIS



MOONSHINE YARROW



BLUE FORTUNE AGASTACHE



PURPLE LOVEGRASS



STANDING OVATION BLUESTEM



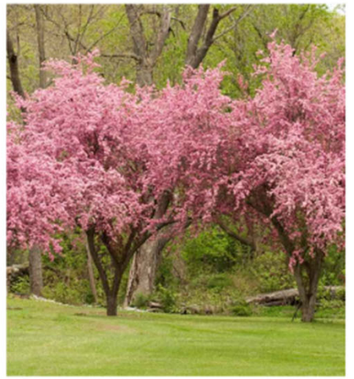
TARDIVA HYDRANGEA



MISS RUBY BUTTERFLY BUSH



PRAIRIE FIRE CRABAPPLE



ADAMS CRABAPPLE



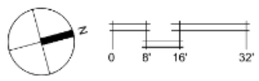
AUTUMN BLAZE MAPLE

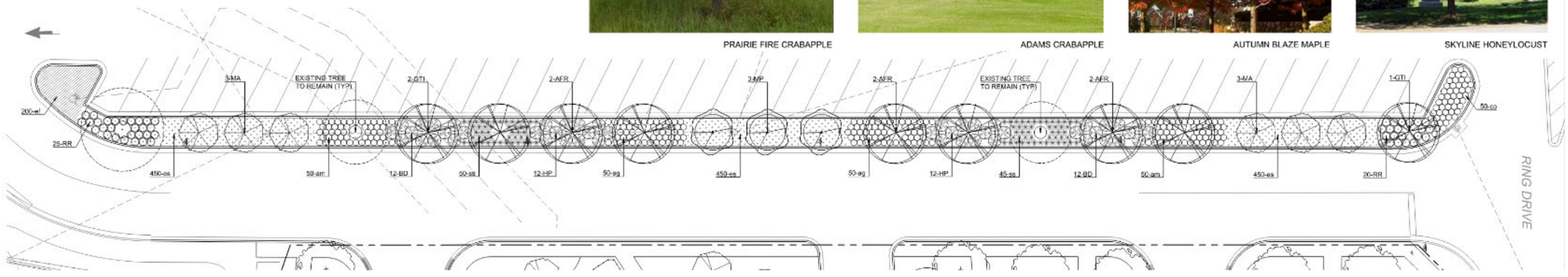


SKYLINE HONEYLOCUST

AMC PARKING LOT MEDIAN PLANTING PLAN

SCALE: 1/16" = 1'-0"





4. Sidewalk + Grade Transitions

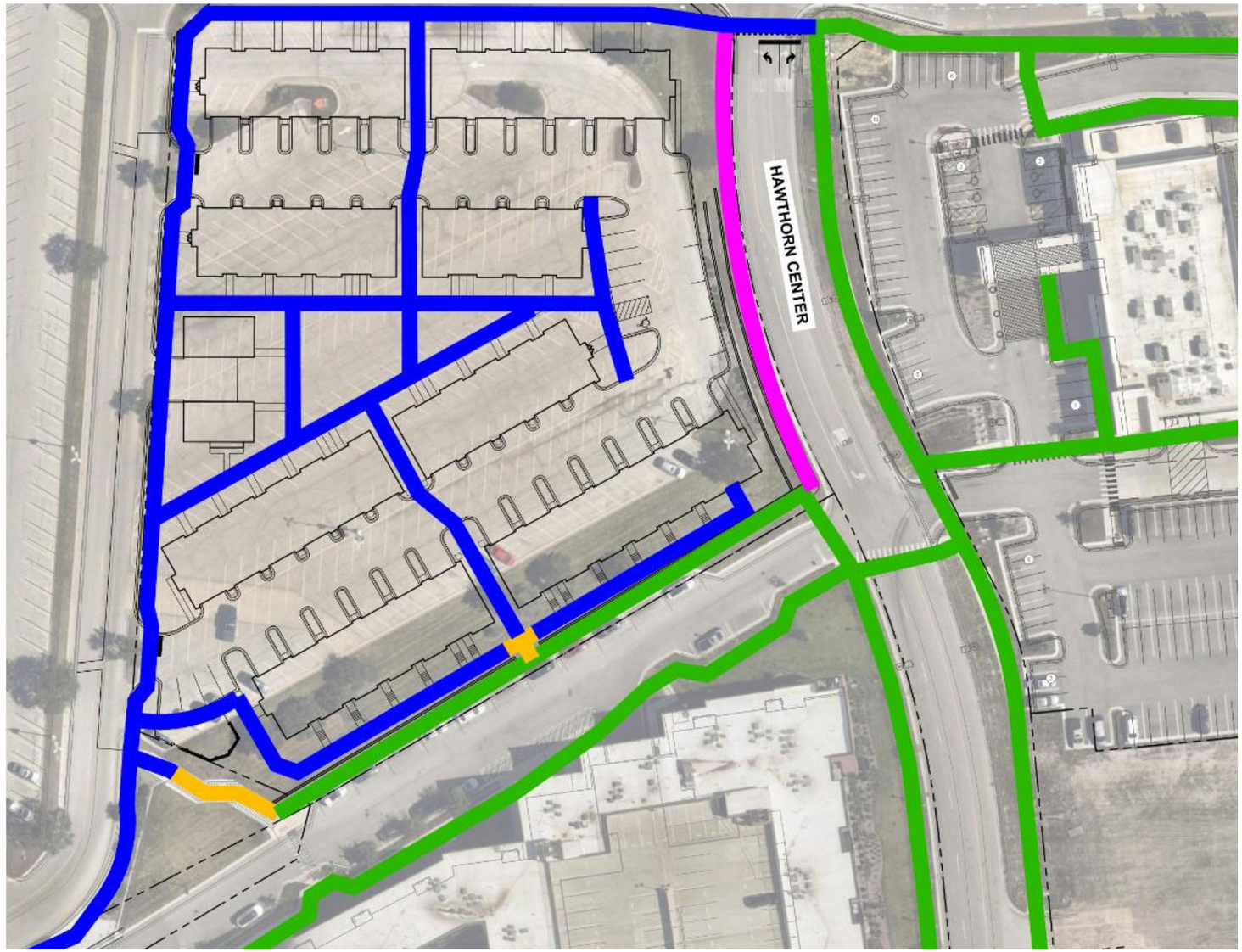
LEGEND

LOWER LEVEL SIDEWALK

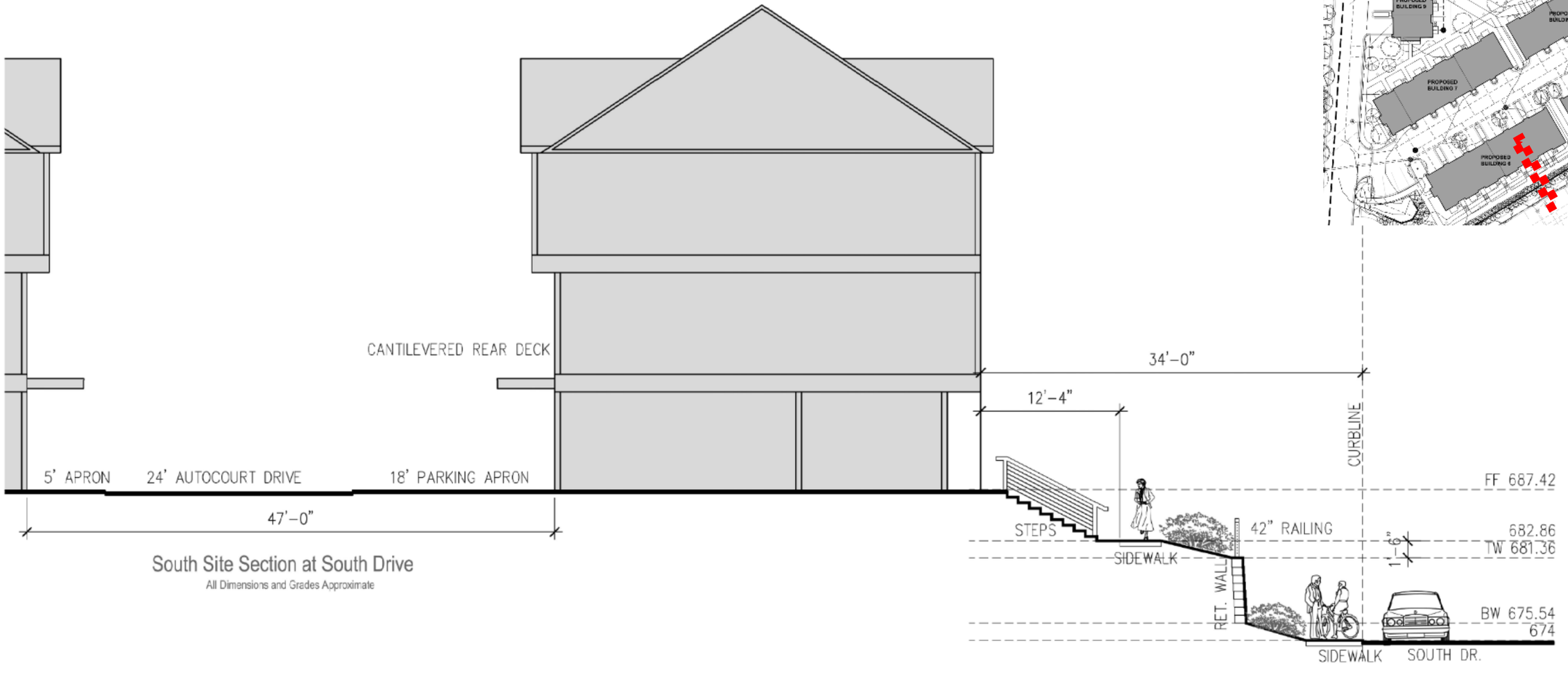
UPPER LEVEL SIDEWALK

GRADE TRANSITION WITH STAIRS

GRADE TRANSITION WITH STANDARD ADA SIDEWALK



Civil – Section Cut

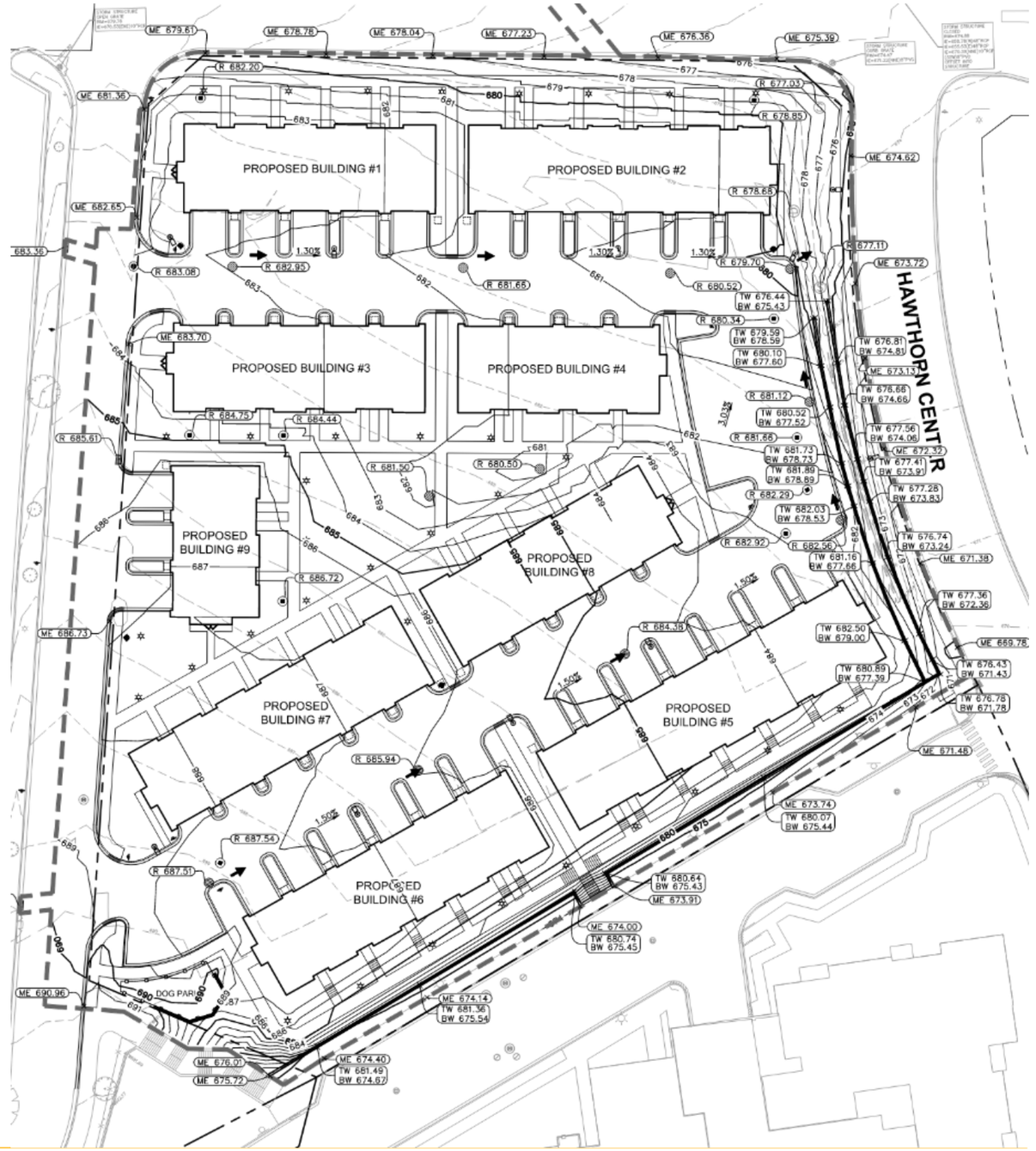


South Site Section at South Drive

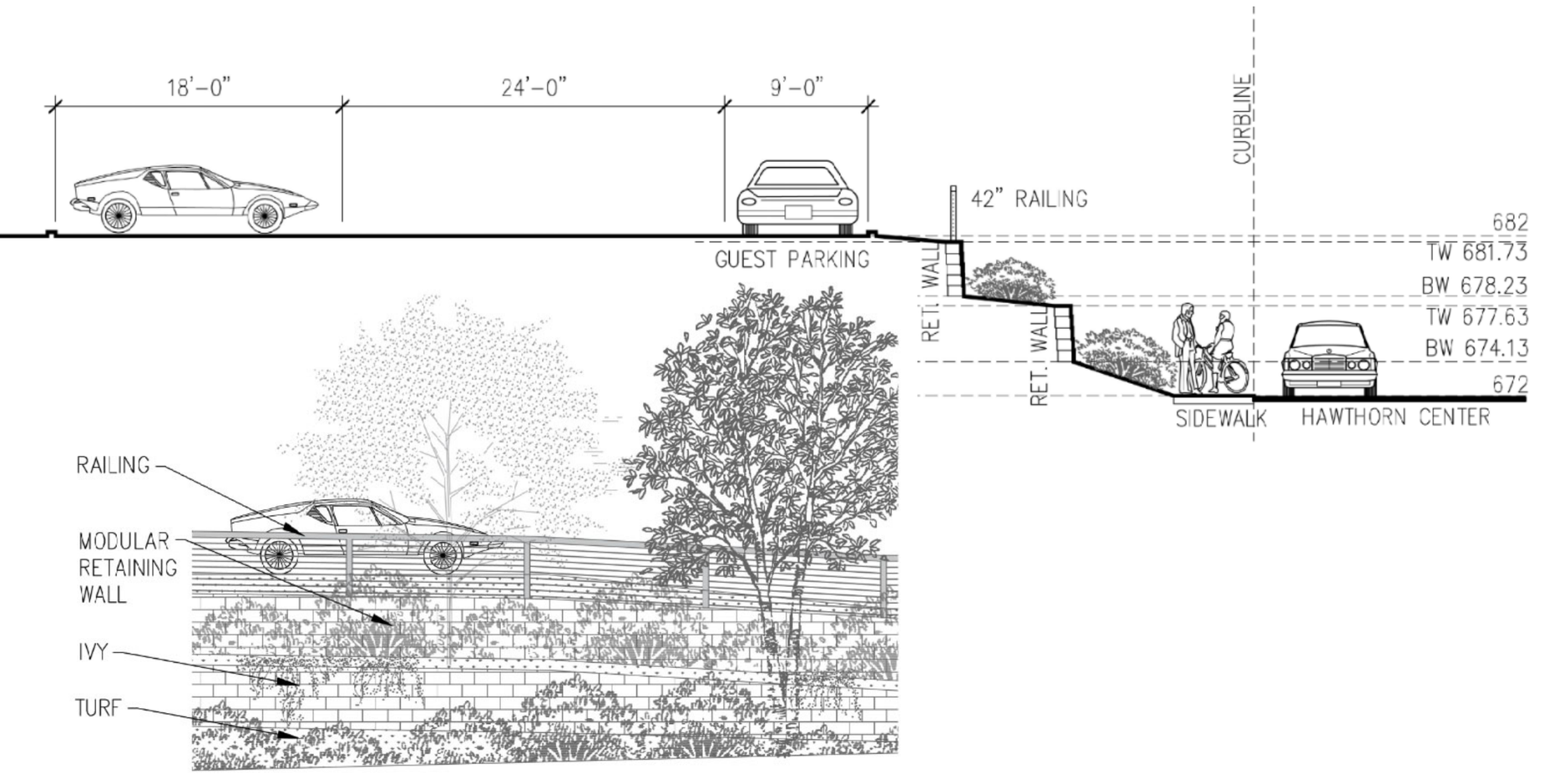
All Dimensions and Grades Approximate



Civil - Grading



4. Sidewalk + Grade Transitions





Partial Elevation at Hawthorn Center

Village of Vernon Hills
Golf Course Fund
FY27 Proposed Budget

	FY27 Proposed Budget	FY26 Projected	FY26 Budget	FY25 Actual
Course Fees	447,599	460,279	489,138	440,222
Merchandise Sales	15,821	17,293	18,050	16,342
Food & Beverage Sales	106,112	80,090	68,466	66,899
Other Operating	10,347	10,045	12,500	24,736
Total Operating Revenue	579,879	567,707	588,154	548,199
Village Personnel	34,770	27,680	30,295	27,943
Outsourced Staffing	400,601	363,979	332,480	312,939
Other Operating Excluding Depreciation	287,055	283,060	251,806	251,003
Total Operating less Depreciation	722,426	674,719	614,581	591,885
EBITDA	(142,547)	(107,012)	(26,427)	(43,686)
Depreciation	50,000	50,000	50,000	44,901
Net Operating Loss	(192,547)	(157,012)	(76,427)	(88,587)
Non-Capital Subsidies	75,000	75,000	75,000	417,000
Operating Loss and Non-Capital Subsidies	(117,547)	(82,012)	(1,427)	328,413
Non Operating Revenue/(Expense)				
General Fund Capital Subsidy	-	-	-	343,000
Interest Income	300	295	100	273
Other Non Operating	15,100	15,421	6,000	-
Total Non Operating Rev/(Exp)	15,400	15,716	6,100	343,273
Net Income/(Loss)	(102,147)	(66,296)	4,673	671,686

MEMORANDUM

To: Committee of the Whole

From: Andrew C. Jennings, Community Development Director

Date: February 17, 2026

Re: Zoning Code Amendments
Review of Planning & Zoning Commission Recommendation

Description of Proposal

Staff has prepared amendments to various sections of the Zoning Code to address conflicts with other sections of the code, repetitive issues observed in building permit reviews, and concerns expressed by the community. A concept discussion of these amendments was held with the Committee of the Whole in December.

Planning & Zoning Commission Review: Zoning

The Planning and Zoning Commission (PZC) held a public hearing on the petition February 11th. The Commission had several comments and suggestions, described below, and voted to recommend approval (6-0, 1 absent).

The following is a summary of the topics discussed by the Commission:

1. **Accessory structures.** Clarify requirements pertaining to features such as pavilions, gazebos, decks, pergolas, and carports. Staff regularly reviews permit applications for accessory structures that lack clear regulations in the zoning code. The wording of the regulation for total coverage of impervious area in the rear yard would also be revised to improve clarity. *Sections 4.6.8.2, 4.7.1.4-4.7.1.6 (p. 18-19)*

Commission Discussion: The Commission did not have any concerns with these amendments, but did note a mistake in Section 4.7.3.14 (commercial vehicle parking includes verbiage to be deleted that is missing the ~~strikethrough~~).

2. **Parking in residential areas.** Staff has received complaints and inquiries regarding commercial vehicle parking, RV parking, and permitted parking locations. Amendments include:
    a. Clarify regulations commercial vehicles. *Sections 4.7.3.14 (p. 20)*
    b. Increase requirements for long term recreational vehicle storage. *Section 4.7.4.1 (p. 21)*
    c. Establish clearer restrictions related to outdoor parking (fitted car covers, car ports, soft-sided structures). *Sections 19.8.13-19.8.15 (p. 88)*
    d. Restrict parking to driveways (apron parking, yard parking, etc.). *Section 19.8 (p. 87)*
    e. Allow driveway width exceptions (large lots) and require gradual widening of driveways. *Section 19.5. (p. 85)*

Commission Discussion: The Commission did not have any concerns with these amendments, but noted that some residents may have more than one commercial vehicle. The Commission also questioned how apron parking is addressed along Deerpath Road.

3. **Miscellaneous definitions & related uses** (*Section 3.2; Section 13.2-13.3)*
    a. Establish definitions for tobacco / vape related businesses (previously discussed during cigar lounge concept review). (p. 5, 8)
    b. Hotel / motel definitions (p. 9)
    c. Parking space. Definition in zoning code conflicts with other definitions. (p. 10)
    d. Electric vehicle definitions related to State EV Charging Act (p.7)
    e. Insert newly defined uses in B-1 district (p. 58-60)

Commission Discussion: The Commission provided an advisory recommendation requesting that the Board direct staff to research parking stall dimensions. The Commission's position is that the various sections of the Village code should require a larger parking stall. The Commission also recommended that the tobacco/vape retail shops (distinct from general retail and convenience stores) require a special use permit.

Staff Response: Staff believes that control through business licensing would be sufficient.

4. Procedural amendments.
    a. Insert interpretation / intent verbiage for conflicts between regional planned unit developments and the standard code language. *Section 20A.2 (p. 99)*
    b. Administrative variance. There is no procedure for minor residential variations. The intent is to reduce the procedural hurdle for home improvement projects in established neighborhoods. Second floor additions frequently require FAR variations. First floor additions frequently require setback variations. *Section 21.5.9. (p. 114)*

Commission Discussion: The Commission did not have any concerns with these amendments, but questioned the 10% threshold. Staff explained that a small tolerance would be best to start, and noted that the section should be updated to clarify that an ordinance should be required to document the variance.

5. **Lighting regulations** (*Section 4.17, p. 39)*. Between the nuisance section, Development Ordinance, and Zoning Code, regulations for lighting are not consistent and do not address the topics of common complaints. Amendments include:
    a. Temporary lighting displays in residential districts.
    b. Safety in commercial areas.
    c. Light levels / nuisance lighting on non-residential properties.

Commission Discussion: The Commission had several questions regarding the interpretation and application of these requirements as written.

Staff Response: Staff concurs that the proposed regulations require additional work, and intends to revise this new section.

6. Electric Vehicle Parking – Residential Uses (*Section 19.12, p. 89)*. As noted during the recent Building Code adoption, the State's EV Chargin Act requires one EV Capable[1] stall per dwelling unit. The amendments include:
    a. Insert verbiage matching the state requirement
    b. Allow small and larger multi-family developments to reduce the quantity of EV Capable stalls by as much as 80% if there is a policy to share use of the stalls.
    c. Location of chargers in structured parking is subject to additional requirements.

Commission Discussion: The Commission did not have any concerns with these amendments.

Recommendation of Planning & Zoning Commission

The Commission voted to recommend approval of the zoning code amendments (6-0, 1 absent). The recommendation included the following conditions of approval:

1. Require special use approval for tobacco/vape retail establishments (as defined).
2. Correct the editing marks in Section 4.7.3.14 to clarify that the section prohibits outdoor parking of commercial vehicles in residential districts, except as noted.
3. Update the administrative variation section so that the procedure concludes in the approval of an Ordinance following the review/recommendation of Staff.
4. Revise section 4.17, Lighting, to provide clearer regulations.

The Commission also voted to request direction for Staff to research amendments to all the sections of the Village Code with parking stall dimension requirements, with the purpose of increasing the minimum dimensions.

Staff Comments

Staff concurs with the majority of the Commission's suggested amendments. Staff requests feedback from the Committee, particularly regarding the recommendation to require a special use permit for tobacco/vape stores. Staff's opinion is that the Liquor & License Commission can effective enforce issues, and can establish maximum license quantities similar to the liquor licensing procedures. Feedback from the Committee would be utilized to prepare an Ordinance for consideration at a future Board meeting. As additional work is required to update the draft lighting regulations (Section 4.17), it is possible that topic would need to return for consideration in a separate ordinance.

Attachments:

- Draft amendments to zoning code, dated February 11, 2026

[1] Defined as a stall with an outlet or enclosure within 3 ft that is connected via conduit to an electric panel with the capacity to support an EV charger

APPENDIX C – ZONING

DRAFT FOR PUBLIC HEARING

FEBRUARY 11, 2026

Sec. 2.2. Intent.

To these ends, this ordinance is intended to accomplish certain objectives by:

2.2.1. Dividing the entire Village of Vernon Hills into districts for the purposes of this ordinance;

2.2.2. Classifying and regulating within each district the construction, location, reconstruction, alteration and use of buildings, structures and land, whether for residential, business, or other specified uses;

2.2.3. Regulating and limiting the intensity of use of lot area, and regulating and determining the area of open spaces surrounding buildings;

2.2.4. Establishing, regulating and limiting the building or setback lines along streets, trafficways, drives, parkways, or storm or flood water runoff channels or basins, and property lines;

2.2.5. Preventing the overcrowding of land by regulating and limiting the height and bulk of buildings;

2.2.6. Establishing standards to which buildings or structures shall conform;

2.2.7. Prohibiting uses, buildings or structures incompatible with the character of such districts, respectively;

2.2.8. Preventing additions to and alteration or remodeling of existing buildings or structures in such a way as to avoid the restrictions and limitations imposed under this ordinance;

2.2.9. Providing controls governing the continuation of the existing uses, buildings, and structures, which are incompatible with the character of the district in which they are located;

2.2.10. Providing for the eventual elimination of structures and uses which are incompatible with the character of the district in which they are located;

2.2.11. Defining the powers and duties of the administrative officers and bodies as provided in this ordinance; and

2.2.12. Prescribing penalties for the violation of the provisions of this ordinance, or of any amendment thereto.

ARTICLE THREE. DEFINITIONS[2]

Sec. 3.1. Definitions generally.

In the construction of this zoning ordinance, the rules and definitions contained in this article shall be observed and applied, except when the context clearly indicates otherwise.

3.1.1. Words used in the present tense shall include the future; and words used in the singular number shall include the plural number, and the plural the singular.

3.1.2. The word "shall" is mandatory and not discretionary.

3.1.3. The word "may" is permissive.

3.1.4. The word "lot" shall include the words "piece" and "parcel"; the word "building" includes all other structures of every kind; and the phrase "used for" shall include the phrases "arranged for," "designed for," "intended for," "maintained for" and "occupied for."

[2]Cross reference(s)—Definitions and rules of construction generally, § 1-2.

3.1.5. The word "person" shall include the words "individual," "corporation," "governmental agency," "business trust," "estate," "trust," "partnership," "association," "joint or common interest," "ventures," "joint ventures" or any other legal entity.

3.1.6. All units of measurement shall be deemed to include their metric equivalents.

3.1.7. Any words not defined in this article shall be construed in their generally accepted meaning, as defined in the most recent publication of Webster's New International Dictionary.

Sec. 3.2. Definitions.

Accessory building or use: A subordinate building or use which is located on the same lot and under the same ownership as the principal building or use and which is customary in connection with, and clearly incidental to, the principal building or use. Also, see definition of "playhouse."

Agriculture: The use of land for activities including farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture and animal and poultry husbandry, and the necessary accessory uses for packing, treating, and storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities. "Agriculture" shall not include the commercial feeding of garbage or offal to swine or other animals; or operations for the disposal of garbage, sewerage, offal or rubbish; or commercial feed lots.

Alteration: Any change in the character, size, shape, occupancy, or use of a building or structure.

Animal clinic: A structure where animals or pets are given treatment on an outpatient basis.

Animal hospital: A structure where domestic animals or pets are given medical or surgical treatment. Use as a kennel, or for other boarding purposes, shall be limited to short-time and fully enclosed boarding and shall only be incidental to such hospital use.

Apartment: One or more rooms in a dwelling designed and intended for occupancy as a separate dwelling unit.

Assisted living facility: A residential facility containing individual living units providing shelter, food service, oversight and assistance with daily living activities for the residents, who because of age or physical condition are in need of such assistance. Such a facility shall not supply the level of services such as nursing care, dispensing of drugs or physical therapy, as would a nursing or convalescent home.

Automated teller machine (ATM): A mechanized banking device operated by banks and financial institutions for conducting transactions including deposits, withdrawals, and financial transfers without contact with financial institution personnel. The ATM may be located at or within the bank or financial institution, or in other locations, and may be used by patrons in vehicles, on foot or by other means of transportation, in compliance with these regulations.

Automobile laundry (carwash): A building or portion thereof, containing facilities for washing more than two motor vehicles, using automatic production line methods with a chain conveyor, blower, steam cleaning device, or other mechanical devices; or providing space, water and equipment for the handwashing of more than two motor vehicles, whether by the customer or the operator.

Automobile rental/leasing establishment: A building and property used for the renting or leasing of automobiles, vans, sport utility vehicles, and pick-up trucks. Does not include delivery/moving-type truck or trailer rental.

Automobile repair service establishment: Any land, building, structure or premises used for the repair of automobiles, motorcycles or recreational vehicles. This use includes muffler shops, auto repair garages, tire sales

and installation, wheel and brake shops, body and fender shops, and similar repair and service activities, but excludes dismantling, salvage or long term storage of vehicles.

Automobile service station and/or minimart: Any land, building, structure or premises used for the sale at retail of motor vehicle fuels, oils or accessories and of convenience-type food and general merchandise from a limited sales area, and also including the incidental servicing and repair of vehicles, parts or accessories.

Awning: A roof like cover, retractable or fixed, that projects from the wall or over a door, entrance or window.

Basement: A story having part, but not more than one-half, of its height below grade. A basement is counted as a story, for the purposes of height regulation, if subdivided and used for dwelling purposes other than by a janitor employed on the premises. (See Figures 1 and 11.)

Block: A tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way or corporate boundary lines of the Village of Vernon Hills, or other natural barriers.

Bowling facilities: A building containing bowling lanes as a principal use.

Buildable area: The space remaining on a lot after the minimum yard and open space requirements have been complied with.

Building: Any structure built for the support, shelter, or enclosure of persons, animals, chattels or movable property of any kind and which is permanently affixed to the land. (See Figure 5.)

Building, detached: A building surrounded by open space on the same lot.

Building height: The vertical distance from the mean curb level, or its equivalent, opposite the center of the front of the building to the highest point of the underside of the ceiling beams of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of the rafters between the eaves and the ridge of a gable, hip or gambrel roof. Where no curb level has been established, the height of the building may be measured from the mean elevation of the finished lot grade at the front of the building. (See Figure 7.)

Building setback line: The line within a lot, parallel to corresponding lot lines, designating the minimum required distance from the front, side and rear lot lines to the building or structure. (See Figures 2, 3 and 4.)

Building, principal: A nonaccessory building in which is conducted the principal use of the lot. (See Figure 5.)

Bulk: The term used to indicate the size and mutual relationships of a building or structure and the location of same, with respect to: size and height of the building; location of exterior walls at all levels in relation to lot lines, streets, or other buildings; gross floor area of the building in relation to the lot area; all open space allocated to the building.

Business: An occupation, employment, or enterprise which occupies time, attention, labor, and materials, or wherein merchandise is exhibited or sold, or where services are offered.

Canopy: A freestanding or projecting structure, other than an awning as defined herein, wholly or partially supported by columns, poles or braces extending to the ground, that acts as a roof-like cover above an outdoor service area, such as at an automobile service station, outdoor dinning area, or door or entrance to a building.

Catering service: An establishment providing the processing, assembly and packaging of food into servings for consumption off-premises without provision for on-site consumption. Tastings and customer pick up of scheduled orders may be offered by appointment.

Cellar: An area having more than one-half of its floor to clear ceiling height below grade and which is not counted as a story. (See Figures 1 and 11.)

Children's recreation and fitness facilities: Uses which provide activities for the entertainment and recreation of children under the supervision of adults. The term "children" is generally limited to those under the age of 15. All activities must be indoors.

Cigar Lounge. An establishment where patrons purchase and smoke cigars in a designated indoor space. Must derive at least 60% of revenue from cigar sales.

Commented [AJ1]: Per recent COW discussion

Clinic, medical or dental: A building or portion thereof, the principal use of which is for offices of physicians or dentists or both, for the examination and treatment of persons on an outpatient basis.

Club or lodge, private: A nonprofit association whose facilities are restricted to persons who are bona fide members and their guests. Food and alcoholic beverages may be served on its premises, provided they are secondary and incidental to the principal use.

Collector street: A street for access of traffic from several minor streets to a major street.

Commercial vehicle: Any vehicle designed or operated primarily for the transportation of persons or property in the furtherance of any commercial, industrial or business enterprise, and includes any truck, van, panel-type vehicle, tax [taxi], bus, or other vehicle operated for compensation.

Common open space: Land and/or water unoccupied by structures, buildings, streets, rights-of-way and automobile parking lots and designed and intended for the use or enjoyment of residents of a planned unit development. Common open space may contain walks and structures for recreational use, but except for such recreation structures, no area within 30 feet of any building or structure shall be included as common open space.

Comprehensive plan: Collectively those documents and ordinances of the village relating to land use, zoning, major street planning and land development known as the Village of Vernon Hills Comprehensive Land Use Plan 2003 and as amended from time to time.

Conforming building or structure: A building or structure which:

(a) Complies with all the regulations of this ordinance, or any amendment thereto, governing bulk of the district in which said building or structure is located; and

(b) Is designed or intended for a permitted or conditional use as allowed in the district in which it is located.

Congregate housing for the elderly: Residential development providing housing, food service and various optional services for the elderly, who are at least 62 years old and are capable of independent living. The optional services may include housekeeping, linen service, laundry, transportation and various social activities. Each residential unit shall provide kitchen facilities.

Contiguous: In contact, adjoining, or touching another object or item, as distinguished from being nearby.

Convalescent care facilities: A nursing facility for the aged or convalescing in which three or more persons, not the immediate family are accommodated for the provision of intermediate, extended or long-term care.

Crosswalk: A public right-of-way, within a block, ten feet or more in width, intended primarily for pedestrians, but which may include utilities where necessary, and from which motor-propelled vehicles are excluded.

Cul-de-sac: A minor street having one open end and being permanently terminated at the other by a vehicular turnaround. (See Figure 8.)

Curb level: The level of the established curb in front of a structure, measured at the center of such front. Where no curb elevation has been established, the elevation of the crown of the access roadway fronting the center of the lot shall be considered the curb level.

Day care center: Any child care facility, with or without stated educational purposes, receiving six or more children for care during all or part of a day, licensed and operated under the provisions of the Child Care Act (1972) of the State of Illinois.

Density: The average number of dwelling units per acre in a tract of land.

Density, net: The average number of dwelling units per acre in a tract of land, exclusive of the rights-of-way of publicly dedicated streets.

District: A section or sections of the Village of Vernon Hills for which the regulations governing the use of buildings and premises, the height of buildings, the size of yards, and intensity of use, are uniform.

Driveway: The paved accessway constructed primarily outside the street right-of-way between the driveway entrance and an off-street parking area whose intended use is for egressing and ingressing the property with motor-driven vehicles. Where no sidewalk is present, a driveway shall begin at the right-of-way line; where a sidewalk is present, a driveway shall begin at the right-of-way line side of the sidewalk. A residential driveway shall be a minimum of ten feet in width. The maximum width of a residential driveway shall be no wider than the width of the garage; where no garage exists or where the garage is less than 20 feet wide, the maximum driveway width shall be 20 feet. A driveway may be configured to allow access to a parking pad installed in accordance with Article 4, Section 4 of this ordinance. The driveway shall be located a minimum of five feet from an adjoining property and configured to meet the width of the driveway entrance at the property line, unless a variance is obtained therefor. Nonresidential driveways shall be designed in accordance with the Village of Vernon Hills Development regulations.

Driveway entrance (apron): A paved surface extending from the roadway to the driveway over the parkway. A driveway entrance shall include the curb cut and pavement (driveway apron) but not the sidewalk located within a public right-of-way that connects a private road or driveway to the street right-of-way. The maximum width of a residential driveway entrance shall be 20 feet at the property line and 24 feet at the curb, unless a variance is obtained therefor. Nonresidential driveway entrances shall be designed in accordance with the Village of Vernon Hills Development regulations.

Dwelling: A building, or portion thereof, designed or used exclusively for residential occupancy, including single-family dwellings, two-family dwellings, and multiple-family dwellings, but not including mobile homes or other trailers or lodginghouses, hotels, or motels.

Dwelling, attached: A dwelling unit having its own ground floor entrance, joined to two or more dwellings by party walls, or other horizontally unifying structural element. (See Figure 6.)

Dwelling, detached: A dwelling which is surrounded on all sides by open space. (See Figure 6.)

Dwelling, multiple-family: A dwelling containing three or more dwelling units.

Dwelling, single-family: A dwelling containing one dwelling unit.

Dwelling, two-family: A dwelling containing two dwelling units.

Dwelling unit: A single residential unit providing complete independent-living facilities designed and arranged to house not more than one family. A dwelling unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation quarters.

Easement: A recorded agreement whereby a property owner grants the use of air, land or mineral rights for a specific purpose.

Electric vehicle (EV): A vehicle that uses energy stored in rechargeable battery packs onboard the vehicle to propel the vehicle. The EV must be plugged into an external source to recharge. Includes plug-in hybrid vehicles.

Electric vehicle (EV) charger, level 1: EV battery charging that uses 110 to 120 VAC supply power, with a power range from 880 Watts (0.88 kilowatts, kW) to 1,920 kW (1.92 kW) and provides three to six range miles per

hour connected. Level 1 EV chargers are supplied with alternating current (AC) and in turn provide AC power to the EV through a standard connector.

Electric vehicle (EV) charger, level 2: EV battery charging that uses 208 to 240 VAC supply power, with a range from 3.3 kW to 19.2 kW, and provides 16 to 80 range miles per hour connected. Level 2 EV chargers are supplied with alternating current (AC) and in turn provide AC power to the EV through a standard connector.

Electric vehicle (EV) charger, level 3: Direct current fast charging (DCFC). EV battery charging that uses DC power to recharge EVs at various amperage levels and voltage levels, most commonly 480 VAC, with power outputs ranging between 25 and 350 kW of power and provides 50 to 800 range miles per hour connected. DCFCs convert alternating current (AC) from facility power and output direct current (DC) and volts direct current (VDC), which then delivers DC power to the BEV through a standard connector.

Electric vehicle charging station (EVCS): Equipment designed to safely supply and manage power into plugin EVs. EV charging stations include hard-wired EV charging stations and EV charging stations that plug in to standard wall outlets and may also integrate communication, metering, GPS and other features that assist EV drivers and the host facility.

Electric vehicle charging station (EVCS), primary use: A retail establishment, not accessory to a permitted land use, that provides electric vehicle charging as its primary function. May include accessory uses such as a convenience store and/or an indoor lounge for customers.

Electric vehicle charging station (EVCS), accessory use: An EVCS located within a parking area accessory to a permitted use in a given zoning district. Includes charging infrastructure and equipment typically required to support the EVCS.

Entertainment use: Predominately spectator uses conducted within an enclosed building. Typical uses include motion picture theaters and concert or music halls. Uses such as musical, theatrical, dance cabaret, or comedy act performed by one or more persons are permitted. Any form of dancing by patrons and guests at an eating or drinking establishment is live entertainment and considered an accessory use to the eating or drinking establishment. Live entertainment does not include the term "adult entertainment or adult uses" as set forth in Section 18.6.

EV Capable: Means parking spaces that have the electrical panel capacity and conduit installed during construction to support future implementation of electric vehicle charging with 208-volt or 240-volt or greater, 40-ampere or greater circuits. See Illinois Electric Vehicle Charging Act.

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EV Ready: Means parking spaces with a fully wired outlet or enclosure within three feet (3.0') on a circuit dedicated to electric vehicle charging. See Illinois Electric Vehicle Charging Act.

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Family: One or more persons occupying a dwelling unit and living as a single housekeeping unit, with one kitchen constituting the cooking facilities for the entire housekeeping unit, whether or not related to each other by birth, adoption or marriage. Provided, however, that:

(a) No housekeeping unit consisting of all unrelated persons shall exceed four persons;

(b) No housekeeping unit consisting of related and unrelated persons shall exceed three unrelated persons and the related family, regardless of whether or not the unrelated persons provide compensation to the related family for the room and/or board;

(c) No housekeeping unit consisting of related and unrelated persons shall have any structural or mechanical changes within the interior of the dwelling unit or any additional exterior means of egress which would, in any way, change the character of the dwelling unit from a single-family unit to a two-, or more, family dwelling unit.

Farm: Land being used for agricultural purposes.

Floor area: The total square footage within the outside line of walls, and includes the total of all space on all floors, of a building. It shall not include porches, garages, or space in a basement or cellar except when determining the occupant load and the number of required off-street parking spaces.

Floor area ratio: The floor area of the building or buildings on the zoning lot, divided by the area of the zoning lot or in the case of a planned unit development, divided by the gross site area, exclusive of dedicated streets.

Frontage: All property fronting on one side of a street between the two nearest intersection streets, measured along the line of the street, or if dead-ended, then all of the property abutting on one side between an intersecting street and the dead end of the street.

Frontage, lot: All of the boundaries of lot abutting a street.

Garage, private: A detached accessory building, or a portion of a main building, housing the automobiles of the occupants of the premises, excluding commercial vehicles.

Garage, public: A building or portion thereof, other than a private or storage garage, designed or used for equipping, servicing, hiring, repairing, storing, or parking motor-driven vehicles. The term "repairing" shall not include an automotive body repair shop nor the rebuilding, dismantling or storage of wrecked or junked vehicles.

Garage, storage: Any building or premises, used for housing only motor-driven vehicles, other than commercial vehicles.

Governmental offices: A building(s) leased or owned, operated, or occupied by any agency, political subdivision or unit of government, including by not limited to, federal, state, county, and municipal agencies and fire, school and park districts.

Grade: The average level of the finished surface of the ground adjacent to the exterior walls of the building.

Ground floor area: The lot area covered by a principal building, at the highest ground grade adjacent to the building, measured from the exterior faces of the exterior walls, but excluding open porches or terraces, or garages.

Hard surface or pad: An area upon or in the ground made up of concrete, bituminous materials or of the same or similar material as the existing driveway, rectangular in shape and having a length at least equal to the length of the recreational vehicle at its longest point, and a width at least equal to the width of the recreational vehicle at its widest point.

Health club: A facility designed for the major purpose of improving physical wellness or weight reduction which includes, but is not limited to, such equipment as weight resistance machines, whirlpools, saunas, showers, and lockers and which may include racquet courts, and/or swimming pool. This shall not include a municipal or private, not for profit owned recreation building and/or adult entertainment cabaret.

Health or day spa: A business which provides personal services directly to customers at the site of the business which includes, but is not limited to hair stylists, cosmeticians, toning or tanning salons and non-medically prescribed massage therapy.

Home occupation: Any business, occupation, or profession conducted within a dwelling unit by a person residing in the dwelling unit, as regulated in section 4.7.3.

Hookah bar. An establishment where patrons share flavored tobacco from a communal hookah or similar type water pipe smoking device while seated at a table or bar

Commented [AJ2]: Per recent COW discussion

Hospital: An institution devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment or care of three or more nonrelated individuals suffering from: illness, disease, injury, deformity or other abnormal physical condition, but does not apply to institutions operating primarily for treatment of insane

persons, drug addicts, alcoholics, or other cases necessitating restraint of patients. "Hospital" does not include convalescent [homes], nursing shelters or boardinghouses.

Hotel: ~~An establishment containing lodging rooms, for occupancy by transient guests, and which provides customary hotel services such as: maid, telephone and secretarial, bellboy and desk services; and the use and upkeep of furnishings and laundry of linens.~~ an establishment in which rooms are regularly used or available for occupancy for periods of less than thirty days. This classification also includes, but is not limited to a motor lodge or motel. Does not include short-term rentals or extended stay hotels.

Hotel, extended stay. A hotel that may be available for occupancy for periods of 30 days or more, but is not the primary residence of the occupant. See regulations in Chapter 10 of the Village Code.

House of worship: A structure devoted to use by a religious institution for the practice of its faith.

Kennel: Any premises or portion thereof on which more than three dogs, cats, or other household domestic animals over one year of age are kept; or on which more than two such animals are maintained, boarded, bred, or cared for, in return for remuneration, or are kept for the purpose of sale.

Loading space: A space within the principal building or on the same lot as the principal building, having access to a street or driveway, and designed for the standing, loading or unloading of one truck.

Long-term rental: A residential dwelling located in a residential zoning district being rented or otherwise let as a single housekeeping unit to a person(s) other than the owner of the subject property for a period or term of not less than 12 months.

Lot: A parcel of land having its principal frontage upon a road or street and occupied or intended for occupancy by a use permitted in this ordinance, including a principal building or buildings, together with accessory buildings, open spaces, and parking spaces required by this ordinance.

Lot area: The area of a horizontal plane bounded by vertical planes through front, side and rear lot lines. (See Figure 9.)

Lot, corner: A lot situated at the intersection of two or more streets, or adjoining a curved street at the end of a block. (See Figure 10.)

Lot coverage: The area of a lot occupied by the principal and accessory structures.

Lot depth: The mean horizontal distance between the front lot line and the rear lot line of a lot, measured within the lot boundaries. (See Figure 10.)

Lot, interior: A lot that is not a corner lot. (See Figure 10.)

Lot line: Any property line bounding a lot.

Lot line, front: The boundary of a lot which is along an existing or dedicated public or private street, or public way. On a corner lot, the lot line having the shortest length abutting a street is the front lot line. (See Figures 2, 3 and 4.)

Lot line, interior: A lot line which does not abut a street.

Lot line, rear: That boundary of a lot which is most distant from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than ten feet in length, or if the lot forms a point at the rear, the rear lot line shall be deemed to be a line ten feet in length within the lot, parallel to and at the maximum distance from the front lot line. (See Figures 2, 3 and 4.)

Lot line, side: Any boundary of a lot which is not a front lot line or a rear lot line. (See Figures 2, 3 and 4.)

Lot of record: A single lot which has been recorded in the office of the Recorder of Deeds of Lake County, Illinois.

Commented [AJ3]: Hotel and extend stay hotel definitions are intended to align with update to Chapter 10

Lot, reversed corner: A corner lot, the street side lot line of which is substantially a continuation of the front lot line of the first lot to its rear. (See Figure 10.)

Lot, through: A lot having a pair of opposite lot lines along two more or less parallel streets, and which is not a corner lot. (See Figure 10.)

Lot width: The horizontal distance between the side lot lines at the building setback line. (See Figure 10.)

Motel or *motor hotel:* Any building or group of buildings containing guestrooms, some or all of which have a separate entrance leading directly from the outside of the building, with garage or parking space conveniently located on the lot, and designed, used, or intended wholly or in part for the accommodation of transient automobile travelers.

Motor vehicle: Any self-propelled, wheeled vehicle designed for the transportation of persons or goods along the public streets.

Motor vehicle terminal: Any premises used by a motor vehicle or similar company for the purpose of storing, maintaining, loading and unloading of trucks and other motor vehicles including trailers, without the long-term storage of any goods or items on the subject property.

Nameplate: A sign indicating the name and address of a building, the name of the occupant thereof, or the practice of a permitted occupation therein.

Nonconforming building: Any building or structure or portion thereof lawfully existing at the time of the adoption of this ordinance, or amendment thereto, which does not comply with all the regulations of this ordinance, or of any amendment hereto, governing bulk for the zoning district in which said building or structure is located; or is designed or intended for a nonconforming use.

Nonconforming use: The use of any building or structure or the use of land, that does not conform with the regulations of this ordinance, or any amendment thereto, governing use in the district in which it is located, but that conformed with all of the codes, ordinances, and other legal requirements applicable at the time such building or structure was erected, enlarged, or altered, and the use thereof[,] or the use of land was established.

Nursery school: Any day care center which receives children between the ages of two and six years and which is established and professionally operated primarily for educational purposes, to meet the developmental needs of the children served.

Nursing home: See "Convalescent care facilities."

Off-street parking area, facility or lot: Land which is improved and used, or a structure which is designed and used, exclusively for the storage of passenger motor vehicles, or trucks not exceeding 1½ tons in capacity, either for accessory off-street parking spaces or commercial off-street parking spaces, when permitted herein by district regulations.

Open sales lot: Land used or occupied for the purpose of buying, selling, or renting merchandise stored or displayed out-of-doors prior to sale. Such merchandise may include automobiles, trucks, motor scooters, motorcycles, boats or similar commodities.

Outlot: A parcel of land which is a separate lot within a main tract under unified control authorized as a planned unit development or regional planned unit development and intended for occupancy by a use permitted on the main tract having its sole means of vehicular access connected to an internal transportation network on the main tract.

Parking space: A durable hard-surfaced area, not less than nine feet wide and 18.5 ~~20~~ feet long, enclosed in the main building, in an accessory building, or unenclosed, which is reserved for the parking of one motor vehicle and which is accessible to and from a street or driveway.

Party wall: An interior wall of adjoining structures extending unbroken from its footing to the underside of the roof, and which separates, and is in common use by, such adjoining structures. (See Figure 6.)

Planned unit development: A parcel or tract of land, initially under single ownership or unified control, which contains two or more principal buildings and one or more principal uses, is planned and constructed as a unified development, and is processed under the planned development procedures of this ordinance.

Planning and zoning commission: The Planning and Zoning Commission of the Village of Vernon Hills, Illinois, as established by Ordinance No. 96 of the village.

Playhouse: A single-story accessory building or structure with four walls whose intended use is by children for recreational activity. A playhouse shall not be used for storage. Playhouses and treehouses that comply with the size and height requirements, as stated in Article 4 of this ordinance are exempt from building permits.

Premises: A lot, together with all buildings and structures thereon.

Public utility: Any person, firm, corporation or municipal department, duly authorized under public regulation to furnish to the public, cable television, electricity, gas, telephone, sanitary sewer, transportation, or water supply and distribution.

Recreational vehicle: Any motor vehicle, travel trailer, trailer, camper, motor home, tent trailer, camping trailer, motor home or camper box, boat, hover craft, or other watercraft device, motorcycle or offroad vehicle, snowmobile or snowmobile trailer or other device designed for any similar purpose.

Recreational vehicle height: A vertical distance measured from the mean height of the ground to the uppermost aerial extension, excluding antennas, of a recreational vehicle.

Recreational vehicle length: A linear distance measured along a straight line from the rearmost portion or extension to the front-most portion or extension of a recreational vehicle.

Recreational vehicle width: A linear distance measured along a straight line from one opposing side (including extensions) to the other corresponding side (including extensions) of a recreational vehicle.

Research laboratory: A building or group of buildings in which are located facilities for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Restaurant: An establishment whose sole business is the sale of food or beverage to seated customers, for consumption only within the building. The food is ordered through and brought to the customer by a waiter or waitress, consumed, and all dishes cleared by the waiter or waitress in preparation for the next customer.

Restaurant, carryout: An establishment whose principal business is the sale of food or beverages to the customer in a ready-to-consume state, for consumption off the premises.

Restaurant, drive-thru: A restaurant, with or without dining facilities which includes a building opening, window, door or mechanical device through which occupants of a motor vehicle receive or obtain a product or service.

Restaurant, fast food: An establishment whose principal business is the sale of food or beverages in a ready-to-consume state, for consumption on or off the premises, and which is served in edible containers or in paper, plastic or other disposable containers.

Right-of-way, public: An accessway dedicated to public use.

Right-of-way, railroad: A strip of land with railroad tracks and auxiliary facilities for track operation, but not including depots, loading platforms, stations, train sheds, warehouses, care of locomotive shops [sic], car or locomotive shops, car or locomotive yards or water towers.

Setback: The minimum horizontal distance between a street line and the nearest wall of a building, or side of a structure facing such street line, or edge of the area of operation of a principal use, when no building or structure is involved. (See Figures 2, 3 and 4.)

Short-term rental: All or part of a residential dwelling unit located in a residential zoning district, being rented or otherwise let as an accessory use and/or occupancy to a person(s) other than the owner of the subject property for a period or term that is less than 12 months. For the purpose of this definition, short-term rental shall not include multi-family buildings or developments held in common ownership whereby all dwelling units are rented or otherwise let as a single occupancy and not individually owned.

Story: That portion of a building, other than a cellar, included between the surface of any floor and the surface of the floor next above it or, if there be no floor above it, then the space between the floor and the ceiling next above. The floor of a story may be split between levels, provided that there is not more than four feet difference in elevation between the different levels of the floor. A basement shall be counted as a story. A mezzanine floor shall be counted as a story when it covers over one-third the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is 24 feet or more. (See Figure 11.)

Story, half: A partial story under a gable, hip, mansard, or gambrel roof, the wall plates of which, on at least two opposite exterior walls, are not more than three feet above the floor of such story, except that any partial story used for residence purposes, other than by a family occupying the floor immediately below it, shall be deemed a full story.

Street: The paved portion of a public or private right-of-way which affords a primary means of vehicular access to abutting properties, whether designated as a street, avenue, highway, road boulevard, lane, or otherwise designated, but not including driveways.

Structural alteration: Any change other than incidental repairs which would prolong the life of the supporting members of a structure, such as bearing walls, columns, beams or girders.

Structure: Anything constructed or erected which has a fixed location on the ground or which is attached to something which has a fixed location on the ground.

Tobacco retail establishment. A retail establishment where patrons purchase tobacco and vape products, including accessories. On-site use of tobacco / vape products is not permitted. Does not include general retail and convenience stores unless: (1) more than thirty percent of the floor area is dedicated to the display of tobacco / vape products; or (2) more than thirty percent of the revenue is derived from the sale of tobacco / vape products. See Chapter 10 of the Village Code.

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Tasting room: A retail outlet with a customer facing area for persons to sample, consume for on-premises consumption, and purchase for off-premises consumption, liquor products. Such premises need not be attached to the manufacturing facility, nor owned by a manufacturer.

Technical review committee: The technical review committee established under the plan review procedures adopted by the village board.

Unified control: The combination of two or more tracts of land wherein each owner has agreed that his tract of land shall be developed as part of a planned unit development and shall be subject to the controls applicable to such development.

Use: The purpose for which land or a structure thereon is designed, arranged, or intended, or for which it is occupied or maintained.

Use, permitted: Any use which is or may be lawfully established in a particular district or districts, provided it conforms with all requirements and regulations of this ordinance applicable to such district or districts.

Use, principal: The dominant use of land or buildings, as distinguished from a subordinate or accessory use.

Use, special: A use which, because of its unique characteristics, cannot properly be classified as a permitted use.

Vacant single-family residential lot: A lot zoned or platted for single-family dwelling residential use that does not contain a building.

Village: The Village of Vernon Hills, Illinois.

Village board: The Board of Trustees of Vernon Hills, Illinois.

Village clerk: The Village Clerk of Vernon Hills, Illinois.

Village engineer: A professional engineer, registered in the State of Illinois, who has been duly appointed as the village engineer of the Village of Vernon Hills, or who has been hired by the village as its consulting engineer.

Village planner: The office of village planner, as established by Ordinance Number 258 [article II of chapter 16 of the Village Code of Ordinances] of the village.

Warehouse retail facility: An establishment for the retail sale of goods from a warehouse facility with a minimum of 100,000 square feet.

Yard: An open space on a lot which is unoccupied and unobstructed from its lowest level to the sky. A yard extends along a lot line and at right angles to such line to a depth or width specified in the yard regulations for the district in which such lot is located. (See Figures 2, 3 and 4.)

Yard, front: A yard extending along the full length of the front lot line between the side lot lines. (See Figures 2, 3 and 4.)

Yard, minimum: The open yard area located between a lot line and the nearest line of the principal building or structure, to a depth specified in the yard requirements section for the district in which the lot is located.

Yard, rear: The open yard area extending between the rear lot line and the nearest line of the principal building or structure, extending along the full width of the lot between the side lot lines.

Yard, required: See "Yard, minimum."

Yard, side: A yard extending along a side lot line from the front yard to the rear yard. (See Figures 2, 3 and 4.)

Yard, side; adjoining a street: A yard which is bounded by the front lot line, a street line, and the rear lot line. (See Figure 2.)

Yard, interior side: A side yard which adjoins another lot separating such side yard from another lot. (See Figures 2, 3 and 4.)

Zoning administrator: The building commissioner of the Village of Vernon Hills, Illinois, duly appointed and designated to administer and enforce the zoning ordinance, or his duly authorized representative.

Zoning board of appeals: The Zoning Board of Appeals of Vernon Hills, Illinois.

Zoning districts: The districts in which the Village of Vernon Hills, Illinois, has been divided for zoning regulations and requirements, as set forth on the zoning district map.

Zoning district map: The zoning district map of the Village of Vernon Hills, Illinois.

Zoning lot: A single, continuous tract of land, which (at the time of filing for a building permit) is designated by its owner or developer as a tract of land to be used, developed, or built upon as a unit, under single ownership or control. Therefore, a "zoning lot or lots" may or may not coincide with a lot of record. Every zoning lot must have access to a public street either by having frontage on a public street or by a private access road and once developed, a zoning lot may not be split so as to create a non-conforming building or lot.

4.6.4.1. [In] a block where all lots are through lots, the front lot line of vacant lots shall be along the street line designated by the zoning administrator, except when a front line has already been established on one or more lots in the same block, that front lot line shall become the front lot line of all remaining vacant lots in the same block and the required front yard shall be parallel to that front lot line.

4.6.4.2. In a block where there are existing interior lots of record with frontage on only one street, vacant through lots in such block shall provide a front yard on both streets.

(See Figure 10.)

4.6.5. On corner lots, there shall be a front yard on each street frontage which shall conform to the front yard requirements of each district for all buildings and uses, including accessory buildings, structures and uses.

4.6.6. Where 50 percent of the frontage is improved with buildings which have maintained a greater or lesser front yard depth than required, no new building or portion thereof shall project beyond a straight line drawn between the point closest to the street line of the residence upon either side of the proposed structure, or, if there are residences upon only [one] side, then beyond the straight line projected from the front of the two nearest residences, but this regulation shall not be interpreted to require a front yard of more than 50 feet, nor to permit a front yard of less depth than that of the nearest building. Where the street is curved, the line shall follow the curve of the street rather than be a straight line. The provisions of this section shall not apply, however, where a building setback line has been established on a recorded plat of subdivision.

4.6.7. Where a lot is used for a permitted use without structures, the required yards shall be provided and maintained as if the use were conducted within a structure.

4.6.8. No obstruction or encroachment shall be erected or maintained in any required yard, except that:

4.6.8.1. The following obstructions are permitted in any required yard:

4.6.8.1.1. Awning[s] attached to the principal building and projecting not more than three feet from the side of the building, and located at least eight feet above the average level of the adjoining ground;

4.6.8.1.2. Arbors, trellises, flag poles, fountains, sculptures, plant boxes and other similar ornamental objects;

4.6.8.1.3. Air conditioning equipment, window units, but not projecting more than 18 inches;

4.6.8.1.4. Architectural entrance structures on a lot not less than one acre in area or at entrance roadways into subdivisions or planned unit developments containing 50 or more lots, but not exceeding three feet above grade and not closer than 15 feet to a lot line;

4.6.8.1.5. Bay windows, projecting not more than three feet, but not within seven feet of a side lot line;

4.6.8.1.6. Chimneys, attached, projecting not more than 24 inches from the principal structure;

4.6.8.1.7. Eaves or gutters projecting 18 inches or less;

4.6.8.1.8. Trees, shrubs and hedges in any yard, except within a "sight distance zone" as defined by Figure 12;

4.6.8.1.9. Flowers and landscaping;

4.6.8.1.10. Unenclosed porches, decks, stoops, and platforms, that do not extend above the level of the first floor of the building, and which do not provide a minimum of four feet of landing area, may extend or project into any required front, side, or rear yard not more than four feet, plus the depth of the required steps;

4.6.8.1.11. Ornamental light standards, subject to the requirements of Chapter 13, Nuisances, Section 13-2;

4.6.8.1.12. Signs and nameplates as regulated by the Vernon Hills Sign Ordinance;

4.6.8.1.13. Sills, belt courses, cornices and ornamental features of the principal building, projecting not more than 12 inches; and

4.6.8.1.14. Steps, four feet or less above grade, which are necessary for access to a permitted building or for access to a lot from a street or public way.

4.6.8.2. In any required rear yard, the following additional obstructions are permitted, but not to exceed 40 percent cumulative rear yard ground coverage as measured from the rear of the principal structure to the rear lot line and between both side lot lines:

4.6.8.2.1. Central air conditioning units, heat pumps and solar collecting equipment, but not more than four feet from the principal structure, provided the unit is properly screened;

4.6.8.2.2. Balconies, but not projecting more than 12 feet;

4.6.8.2.3. Detached garages provided they are more than ten feet from the principal structure, or not closer than seven feet to the rear or side lot lines;

4.6.8.2.4. Open off-street parking spaces and loading spaces;

4.6.8.2.5. Playground and laundry drying equipment;

4.6.8.2.6. Decks, patios, swimming pools, sheds, storage buildings, playhouses, and other structures customarily incidental to the principal use of the property;

4.6.8.3. Fences are permitted in accordance with the provisions of section 4.8.

(Ord. No. 91-24, §§ I—III, 5-14-91; Ord. No. 2000-30, §§ I—III, 5-2-00; Ord. No. 2012-036, § 1(Exh. A), 6-19-12)

Sec. 4.7. Control over accessory structures, uses, and recreational equipment.

4.7.1. Except as provided below, accessory structures, uses, and recreational equipment are permitted, subject to the following:

Exceptions:

1. In residentially zoned districts, the following recreational equipment is prohibited outdoors:
    a. Wrestling/boxing rings.
    b. Archery and shooting targets involving the use of bows, arrows, guns, and slingshots.
    c. Trampolines greater than 16 feet in diameter or 220 square feet in area.
    d. Recreational equipment and open play systems (swing sets) that exceed 14 feet in height.

4.7.1.2. Accessory uses shall not include the keeping, propagation, or culture of pigeons, poultry, rabbits, bees, livestock, or other animals except household pets. The foregoing shall not apply on such lots where the pursuit of agriculture is a permitted principal use;

4.7.1.3. Accessory buildings, structures, and uses shall not be erected or altered in required yards, courts, or other open areas, except those that are herein permitted as obstructions in yards, courts, or other open areas in accordance with section 4.6.8;

4.7.1.4. In residential districts, no accessory building shed, play-house or tree-house, or similar walled structure, other than private garages, shall exceed ten feet in height and 120 square feet in floor area. At any time, there shall not be more than one shed, one play-house and one tree-house located on a lot;

4.7.1.5. In residential districts, no detached garage shall be greater than 14 feet in height, 24 feet in length, 36 feet in width, and closer than ten feet to the main building. At any time, there shall not be more than one detached garage located on a lot;

4.7.1.6. In residential districts, no gazebo, pergola, or similar open-walled structure, shall be greater than 14 feet in height or exceed 210 square feet in floor area;

Commented [AJ5]: Address lack of reference to common structure type

4.7.1.7. In residentially zoned districts and unless otherwise prescribed within subdivision restrictive covenants or development agreements sheds, storage buildings, playhouses, gazebos, tree houses, open play systems (swing sets), recreational equipment (excluding basketball standard, backboard, and basket assemblies) and similar structures shall be located in the rear yard only, a minimum of seven feet from any lot line, a minimum of three feet from another building or structure, and shall not encroach into any recorded easement.

Except as provided below, in residential districts any structure or equipment erected for recreational purposes, including but not limited to, batting cages, sport courts, and practice nets utilized for the purpose of hitting, throwing, batting or kicking any type of ball, disc, puck or object into, over or under a net, matt or goal must be disassembled and stored within the dwelling unit or approved accessory structure which complies with this ordinance between November 1 and March 1 of each year.

Exceptions:

1. Basketball standards, backboard, basket and net assemblies.
2. Recreational equipment customary to passive winter recreational activities.
3. Portable hockey nets six feet or less in height.
4. Trampolines in compliance with all requirements referenced herein

4.7.1.9. In residential districts decks and patios shall be located a minimum of six feet from any lot line and shall not encroach into any recorded easement.

4.7.1.9.1. In residential districts swimming pools shall be located in the rear yard, shall not encroach into any recorded easement, and the inside wall of the pool shall be located a minimum of ten [feet] from any side or rear lot line.

4.7.1.10. No structure shall be located closer than seven feet to an adjoining lot line, except that on corner lots:

No structure shall be located nearer to the rear lot line than the distance of the required side yard for the lot adjoining the rear lot line; and

No structure shall be located nearer to the street line than the distance required for a yard adjoining a street.

4.7.1.11. No accessory building or structure that is not in a residential district shall be more than 25 feet in height;

4.7.2. Temporary buildings or storage units are only permitted during ~~for~~ construction ~~purposes~~. Such buildings require a temporary permit and may be erected and maintained for a period not to exceed the time of such construction and must be removed within 30 days after construction ends.

Commented [AJ6]: Clarify use of storage pods

4.7.3. Home occupations are permitted in residential districts; provided, that the home occupation shall be conducted in such a manner that it does not change in any way the residential neighborhood atmosphere or infringe on the rights of abutting and adjoining homeowners or residences; and further providing, that:

4.7.3.1. The occupation shall be conducted wholly within the principal building and operated by someone who is a legal, full-time resident of the premises.

4.7.3.2. No occupational use shall be made of garage facilities serving the principal use, whether attached or detached;

4.7.3.3. No more than one person who is not a member of the family residing on the premises shall be employed, with the exception of day care homes that may require additional employees per State regulations;

4.7.3.4. A separate entrance shall not be provided in conjunction with the conduct of the occupation;

4.7.3.5. No alteration of any kind shall be made to the principal building which changes its residential character as a dwelling unit;

4.7.3.6. No outdoor storage shall be allowed;

4.7.3.7. The occupation shall not involve more than a total of 300 square feet of the area of a dwelling unit;

4.7.3.8. No sign shall be permitted on the premises, except a nameplate one square foot in area;

4.7.3.9. There shall be no commodity sold or services rendered that require delivery or shipment of merchandise, goods or equipment by other than passenger-sized motor vehicles, three-quarter-ton step-up van or similar-sized trucks;

4.7.3.10. There shall be no perceptible noise, odor, smoke, electrical interference or vibrations emanating from the structure in which the home occupation functions;

4.7.3.11. The home occupation shall be conducted in such a manner that it does not create parking or traffic congestion for the abutting or adjoining neighbors or for the immediate neighborhood.

4.7.3.12. The total number of visitors, children, students, not including the resident, served by a home occupation at one time shall not exceed six.

4.7.3.13. Day care homes are permitted, subject to the following:

1. The home daycare is subject to the licensing requirements of the Department of Children and Family Services, and periodic inspections as may be required by the State and local fire marshals.
2. The licensed operator shall reside on the property where the home occupation is operated.
3. As a permitted accessory use, the maximum number of children served at one time, including the operator's children, is six.
4. In order to care for seven or more children, a special use permit is required, subject to the procedures described in Article 18. The recommendation of the planning and zoning commission may be to approve fewer children than requested if, in its determination, additional children would negatively impact adjacent properties or the subject property itself is not configured to accommodate additional children. In reviewing a home daycare special use petition, the commission may consider factors such as: drop-off/pick-up configuration, proximity to other home daycares, availability of outdoor space, and comments from life safety inspections.

4.7.3.14. ~~Except as provided, t~~The parking or storing of commercial vehicles, construction or landscaping equipment, ~~vehicles,~~ or materials outside the dwelling, within an attached garage, or detached accessory structure, is prohibited except as noted below:~~.~~

Exception: ~~Not more than one vehicle, and trailer,~~ A single passenger vehicle used in connection with a home occupation ~~shall~~ may be stored or parked on the property or on the public right-of-way adjacent to the property from which the home-based business is operated. Vehicles with visible equipment, such as ladders or plow blades, ~~Any~~ and any ~~such~~ trailers shall be stored or parked within an enclosed garage at all times.

Commented [AJ7]: Combined with update to Article 19, clarify commercial vehicle parking restriction (vague)

4.7.3.15. Long-term rentals as defined herein, that is occupied as a single housekeeping unit to a person(s) other than the owner of the subject property for a period or term of not less than 12 months is hereby permitted.

4.7.3.16. Short-term rentals as defined herein, all or part of which being rented or otherwise let to a person(s) other than the owner of the subject property for a period or term that is less than 12 months is hereby prohibited.

4.7.4. In the residential districts, the outdoor parking and storage of motorized and non-motorized recreational vehicles (RVs) is regulated as follows:

4.7.4.1. The outdoor ~~P~~parking and storage of motorized and non-motorized RVs in residential districts is generally prohibited. Parking and storage of a recreational vehicle owned by the occupant of a home in a single family district may permitted subject to the following: ~~requirements:~~

Commented [AJ8]: Limit RV parking to side yard on parking pad with access to the street.

A. The parking or storage in single-family residential districts is permitted within fully enclosed garages that otherwise comply with the requirements of the zoning code.

B. Outdoor parking or storage of vehicles not exceeding 28 feet in length, 10 feet in height, or 8.5 feet in width is permitted on paved pads in the side yard only (excludes the street side yard for corner lots), provided that:

i. The vehicle maintains the minimum side setback for a principal structure in the district,

ii. No structure, such as a permanent or temporary carport is constructed.

iii. Vehicle shall have direct access to the adjacent roadway (i.e., continuous paved access and operable gates),

iv. Vehicle may not be closer to the street than the front wall of the house

v. Vehicle must be capable of timely removal (hitch attached, wheels attached, current registration, etc.).

vi. Occupancy of the vehicle while parked/stored on the property is not permitted. An exception may be granted by the Building Commissioner due to an emergency situation.

vii. With the exception of preparation for a trip or emergency occupancy, there shall be no connection to any utility and all fuel sources (propane tanks, etc.) shall be properly stored with valves closed per relevant ICC and DOT regulations.

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C. Any such vehicle parked as described in this section shall be maintained such that it does not constitute a nuisance of the Village Code, is not used to store materials inconsistent with typical recreational use,

D. Temporary parking on the driveway, for the purpose of cleaning, packing or unpacking and RV is permitted for no more than two 7-day periods between April 1 and October 30 of each. The vehicle shall not obstruct the public sidewalk or obstruct visibility of an intersection while temporarily parked.

~~Parking on single-family residential lots prohibited; exception.~~

~~1. No person shall park or store a recreational vehicle, or allow a recreational vehicle to be parked or stored, on any single-family residential lot within the village outside of a garage unless the following conditions are met:~~

~~a. Not more than one recreational vehicle more than 20 feet in length may be parked or stored outside of a garage.~~

b. Every recreational or motor vehicle must be parked or stored on a paved driveway or pad located a minimum of five feet from any interior side or rear yard property line.

c. No recreational vehicle shall exceed 28 feet in length, or ten feet in height, or 8¼ feet in width.

d. Every recreational vehicle parked on a single-family residential lot shall be owned by the resident or occupant on whose property it is located and shall be so maintained, that it does not constitute a violation of the Vernon Hills ordinance pertaining to a "nuisance."

e. No recreational vehicles shall contain goods, materials or equipment other than those items which form a part of the vehicle or which are equipment accessory to its use.

f. No recreational vehicle shall have its wheels or hitches removed, or be affixed to the ground in any way which delays its quick removal.

g. No part of any recreational vehicle parked or stored on private property in such a way as to create a dangerous or unsafe condition. Recreational vehicles shall not extend into or over any public sidewalk, street, or other required setback as defined in this ordinance.

h. No part of any recreational vehicle, which is more than 20 feet in length, shall be parked or stored closer to the public right-of-way than the building face located on the property where it is stored.

i. No recreational vehicle shall be used for living, sleeping, cooking or household purposes, except that guests of the residence may occupy one for sleeping purposes only, for a period not to exceed 72 consecutive hours. The total number of days that such temporary occupancy may be permitted shall not exceed 14 days in any calendar year.

j. No recreational vehicle shall be connected to sewer lines, water lines, or electricity. Temporary electrical or water connections are permitted for charging batteries, filling tanks, and temporary occupancy in accordance with paragraph i. above.

k. When any recreational vehicle is equipped with liquefied petroleum gas containers, such containers shall meet the standards of either the Interstate Commerce Commission or the Federal Department of Transportation or the American Society of Mechanical Engineers, as such standards exist or are hereafter amended. Further, the valves of such liquefied petroleum gas containers must be closed when such towed trailer or boat is not being readied for immediate use, and in the event that leakage is detected from such liquefied petroleum gas containers, immediate corrective action must be taken.

l. The ground area adjacent to or under any parked or stored recreational vehicle must be free of noxious weeds, tall grass or debris and shall not be used for the storage of any other material or goods.

m. Recreational vehicles may be parked on the driveway closer to the front property line than the closest wall of the building only for purposes of cleaning, maintenance or other preparation for no more than two consecutive seven-day periods during the period of April 1 thru October 30 of each year. The total of

~~the two consecutive seven-day periods of driveway parking shall also be the maximum number of cumulative days a recreational vehicle may be parked in the driveway closer to the front property line than the closest wall of the building during said period.~~

~~n. Temporary parking of the unit on the front yard driveway is permitted for loading, unloading and overnight parking before and after use.~~

~~*4.7.4.2.* If a person cannot comply with [section] 4.7.4.2. above because their [his] rear yard is adjacent to a street and is therefore defined as a front yard, they [he] may park the recreational vehicle in the rear yard provided that a wall, solid fence or densely planted natural vegetation not less than six feet in height be constructed or planted in the rear yard between the vehicle and any adjacent streets.~~

(Ord. No. 90-43, § II, 9-18-90; Ord. No. 91-30, § II, 5-21-91; Ord. No. 2000-30, §§ IV—XI, 5-2-00; Ord. No. 2001-39, §§ I—III, 6-5-01; Ord. No. 2003-68, §§ I—V, 11-4-03; Ord. No. 2004-112, §§ III—VIII, 12-7-04; Ord. No. 2007-66, § I, 11-20-07; Ord. No. 2012-036, § 1(Exh. A), 6-19-12; Ord. No. 2018-104, § I(Exh. A), 6-5-18; Ord. No. 2025-012, § II, 2-4-25)

Sec. 4.8. Fences.

4.8.1 *Prohibited fences.* The following fences are prohibited:

(1) Chicken wire, barbed wire, welded mesh wire and electrically charged wire fences.

(2) Snow fences, except for exclusive control of snow between November 1 and March 31 and as authorized by the zoning administrator for special events or construction sites.

(3) Fences made of solid plywood, scrap lumber, temporary fencing and similar noncustomary materials.

(4) Fences made of common concrete or cinder block.

(5) Fences topped with sharp-edged or spiked material, except this shall not prohibit picket fences.

(6) Fences on any portion of any public right-of-way, except fences erected by a governmental entity.

(7) Fences, shrubs, or hedges that interfere with clear vision at or near a street intersection in an area enclosed by a triangle as indicated on Figure 12, Site Distance Zone. In any case, no fence shall be erected closer to a street right-of-way intersection than 30 feet.

(8) Fences so constructed as to prevent natural water drainage and/or water runoff.

(9) Masonry fences in a required front yard, easements or drainage swale.

(10) Fences with posts with the rough or unfinished side of the fence facing toward the street or neighboring property.

(11) Fences built parallel to existing fences, except as provided for dog runs, privacy enclosures and fences around swimming pools.

4.8.2 *Regulations for permitted fences:*

(1) Residential uses. Fences may be erected to a height of six feet, measured from adjacent finished grade to the highest point of the fence, except that fence posts may be six inches higher than the six feet. Where the contour of the land contains abrupt changes of grade, the fence may be stepped with the six-foot height measurement over grade, as an average for a six-foot section of fence.

(2) Business and industrial uses. In business and industrial districts, fences may be erected to a height of seven feet, measured from the adjacent finished grade to the highest point of the fence, except that fence posts may be six inches higher than the seven feet. Where the contour of the land contains

(b) For lot sizes of more than 12,000 square feet, at least two-thirds of the exterior features must be of masonry construction.

(5) Use of outdoor architectural features such as decks and patios.

(Ord. No. 589, § 1, 7-28-87)

Sec. 4.12. ~~Building site review.~~ Site plan review required

Commented [AJ9]: Update to address lack of reference to items like decorative antique vehicles

A. No building, building addition, parking facility or driveway shall be constructed in any zoning district, except single family residential on individual lots, unless a site plan and architectural plan showing the overall design and arrangement of the tract or lot and design of the building has been reviewed by the planning and zoning commission and approved by the board of trustees.

B. The site plan shall show the location and arrangement of all proposed buildings, parking areas, walks, lighting, landscaping, driveways and points of ingress and egress, appurtenant facilities, the location, size and design of all signs, and shall be in compliance with the restrictions contained in this ordinance.

C. The architectural plans shall show the interior layout of the building including the main entrance and secondary exits and include color renderings of the exterior elevations of the main building and accessory structures. Samples of exterior materials shall also be provided.

D. Elements such as accessory structures, seating areas, sculpture, hardscape features, or similar items, shall be included in the site plan review. Additional permits, such as Outdoor Use Permits, may be required.

(Ord. No. 2012-036, § 1(Exh. A), 6-19-12)

Editor's note(s)—Section 4.11 has been renumbered as 4.12 in order to accommodate provisions of Ord. No. 589, § 1, adopted July 28, 1987, designated as § 4.11.

Sec. 4.13. Wireless telecommunication transmission sites.

4.13.1. *Definitions.*

Antenna. The array of wires, metal rods or panels used in the sending or receiving of wireless telecommunications. Dish type devices for said purposes are included in this definition.

Antenna support structure. Any mast, pole, tripod, tower, or similar structure used to support an antenna.

Antenna system height. The total height above grade of the antenna support structure, alternative antenna support structure and antenna.

Alternative antenna support structure. Existing light poles, water towers, roofs of buildings and similar mounting structures the primary function of which is not to support an antenna but which could be utilized for this purpose as a secondary function.

4.13.2. *Location.* Antenna support structure and alternative antenna support structure sites shall be allowed in B-1, BP, OR&D, and PIB zoning districts and shall require a special use permit. Antenna support structures and alternative antenna support structures in the COS and all residential zoning districts may be allowed only if, in addition to a special use, a variation, subject to village procedures is granted; it being the intent of this ordinance that hardship and unique circumstances, as well as proof why an antenna can not be located on an existing structure in an adjacent zoning district, must be established before the antenna support structure or alternative antenna support structure may be considered for special use approval. Such special use application shall be subject to the requirements of section 4.13.15.

Sec. 4.17 Lighting

4.17.1. Introduction/purpose. It is the intent and purpose of this section to provide regulations regarding exterior lighting to ensure safe public environment and prevent light nuisances,. Regulations are intended to supplement lighting requirements in the Development Ordinance and restrictions in Chapter 13, Nuisances.

4.17.2 Lighting in public areas. The minimum light requirements listed in the Development Ordinance shall apply at times when the building is open to the public. Shopping centers and similar commercial properties may reduce lighting when the property is not open to the public, subject to the review of the Chief of Police (or designated employee) and Community Development Director.

4.17.3 Temporary lighting displays. Per the electrical code, temporary lighting displays are limited to 90 days. Lighting displays designed and UL listed for permanent use may not flash, strobe, change color, or include other features which may be considered a nuisance visible from adjacent properties or the public right-of-way.

4.17.4 Commercial exterior lighting. Lighting required by the Development Ordinance shall not cause spillage in excess of 0.1 footcandle at the property line abutting a non-commercial use. All lighting shall be shielded and/or angled to prevent nuisance glare of the light source.

4.17.5 Commercial storefront lighting. Per the sign code, strobes and similar effects are prohibited. Perimeter window lighting is also prohibited per the sign code.

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ARTICLE FIVE. ZONING DISTRICTS

Sec. 5.1. Establishment of districts.

In order to carry out the purposes and intent of this ordinance, the Village of Vernon Hills is hereby divided into the following districts:

Residential districts:

R-1	Single-Family Residence District (80,000 square feet minimum lot area)
R-2	Single-Family Residence District (40,000 square feet minimum lot area)
R-3	Single-Family Residence District (20,000 square feet minimum lot area)
R-3A	Single-Family Residence District
R-4	Single-Family Residence District (9,000 square feet minimum lot area)
R-5	Single-Family Residence District (6,500 square feet minimum lot area)
R-6	Two-Family and Attached Single-Family Residence District
R-7	Multiple-Family Dwelling District
Business districts:	
B-1	General Business District
B-2	Neighborhood Business District
O-R&D	Office, Research and Development District
O-R&D-1	Office Research and Development District
B-P	Business Park District

(Ord. No. 91-43, § VI, 7-16-91)

Sec. 12.6. Yard regulations.

Except as provided in Article Four, no building shall be erected or enlarged and no use shall be maintained, unless the following yards are provided:

12.6.1. For multiple-family dwellings:

12.6.1.1. A front yard of not less than 30 feet;

12.6.1.2. A side yard of not less than 30 feet on each side of a building;

12.6.1.3. A rear yard of not less than 30 feet or 20 percent of the depth of the lot, whichever is greater; and

12.6.1.4. A minimum of 30 feet separating all buildings.

12.6.2. For all other uses:

12.6.2.1. A front yard of not less than 65 feet;

12.6.2.2. A side yard of not less than 25 feet on each side of the building; and

12.6.2.3. A rear yard of not less than 50 feet, or 20 percent of the depth of the lot, whichever is greater.

Sec. 12.7. Other regulations.

12.7.1. Signs shall be in accordance with the provisions of the Vernon Hills Sign Control Ordinance[, Chapter 19 of the Village Code].

12.7.2. Off-street parking and loading facilities shall be provided as required in Article Nineteen.

12.7.3. Refuse or trash collection areas shall be provided at the rear of each structure or positioned in or near the common parking lot or a driveway, as recommended by the planning and zoning commission; and shall be completely screened from view on all sides, with solid fencing of either wood or masonry construction, to a height of seven feet; and shall include concrete pad and an operable door of adequate width. Each such refuse area shall be provided with closed and covered trash containers of a type and size as required by village ordinances pertaining thereto. It shall be the responsibility, either separate or joint, of the owner and/or manager of the structure to ensure that the refuse areas are kept in a neat and well-ordered manner at all times. The owner and/or manager of the structure shall ensure that any spillover at the time of refuse removal is promptly and properly cleaned up, and that refuse is removed on a regular basis according to village ordinances pertaining thereto.

ARTICLE THIRTEEN. B-1 GENERAL BUSINESS DISTRICT

Sec. 13.1. Purpose.

In addition to the general purposes set forth in article two, the B-1 General Business district is intended to provide for a variety of compatible business uses which will tend to draw trade which is mutually supporting and so promote public convenience and business prosperity; and to permit commercial development in locations where safe and convenient access to arterial or major collector streets can be provided to handle the increased volume and variety of traffic generated by such development. At such times when property zoned B-1 General Business district is located within the core retail area of the village as set forth on zoning district map, the provisions of section 4.14 et seq. shall apply as if fully set forth herein.

(Ord. No. 2010-064, § I(Exh. B), 12-7-10)

Sec. 13.2. Permitted uses.

13.2.1. All permitted uses in the B-1 General Business District shall be for the retail sale only of tangible personal property, or provision of services to the consumer, and except for accessory off-street parking and loading, shall be conducted within a wholly enclosed building.

13.2.2. The following uses are permitted in a B-1 General Business district subject to the regulations contained in section 4.14 et seq.:

13.2.2.1. Antique shops;

13.2.2.2. Art and school supply stores;

13.2.2.3. Art galleries;

13.2.2.4. Bakeries, provided that all goods produced on the premises are sold at retail on the premises;

13.2.2.5. Banks and savings and loan associations, but not including drive-in facilities;

13.2.2.6. Barber and beauty shops;

13.2.2.7. Bicycle shops;

13.2.2.8. Book and stationery stores;

13.2.2.9. Camera and photographic supply stores;

13.2.2.10. Candy, confectionery and ice cream stores;

13.2.2.11. Carpet, flooring and rug stores;

13.2.2.12. China and glassware stores;

13.2.2.13. Clothes pressing establishments;

13.2.2.14. Coin and philatelic stores;

13.2.2.15. Drugstores and pharmacies;

13.2.2.16. Dry cleaners and laundries, but not a central plant serving more than one retail outlet;

13.2.2.17. Electrical and household appliance stores;

13.2.2.18. Florist shop;

13.2.2.19. Foodstores, delicatessens, grocery stores, supermarkets;

13.2.2.20. Furniture stores;

13.2.2.21. Furrier shops;

13.2.2.22. Gift shops;

13.2.2.23. Hardware stores;

13.2.2.24. Hobby and craft stores;

13.2.2.25. Interior decorating shops;

13.2.2.26. Jewelry stores, including watch, clock and jewelry repair;

13.2.2.27. Leather goods and luggage stores;

13.2.2.28. Locksmith shop;

13.2.2.29. Meat markets;

13.2.2.30. Medical and/or dental offices;

13.2.2.31. Music stores;

13.2.2.32. Office supply stores;

13.2.2.33. Optical shops;

13.2.2.34. Paint and wallpaper stores;

13.2.2.35. Photographic studios;

13.2.2.36. Health club;

13.2.2.37. Professional and general offices;

13.2.2.38. Radio, T.V., hi-fi and record stores;

13.2.2.39. Restaurants, including fast food and carry-out, but excluding dancing, the serving of alcoholic beverages, drive-thru and drive-in restaurants;

13.2.2.40. Schools; music, dancing, business, martial arts studios;

13.2.2.41. Shoe, clothing and hat repair shops;

13.2.2.42. Shoe stores;

13.2.2.43. Sporting goods stores;

13.2.2.44. Retail tailor and dressmaking shops;

13.2.2.45. Toy stores;

13.2.2.46. Travel bureaus;

13.2.2.47. Variety stores;

13.2.2.48. Wearing apparel shops;

13.2.2.49. Accessory uses, subject to the provisions of Article Four;

13.2.2.50. Off-street parking facilities as required or permitted by Article Nineteen;

13.2.2.51. Coffee shops;

13.2.2.52. Health or day spa.

13.2.2.53 Tobacco/vape shop, subject to the provisions of Chapter 10.

Commented [AJ10]: Insert reference to new definition

(Ord. No. 2010-064, § I(Exh. B), 12-7-10; Ord. No. 2012-036, § 1(Exh. A), 6-19-12)

Sec. 13.3. Special uses.

Upon recommendation by the planning and zoning commission, after public hearing on a petition pertaining thereto, in accordance with the requirements set forth for hearing in section 21.6, the corporate authorities of the village may, by special use permit, allow the following uses in the B-1 General Business district subject to the regulations contained in section 4.14 et seq.

13.3.0. Amusement, recreation and training for adults.

[Subject to the following:]

1. All activities must be conducted indoors.
2. No such activities in this use will be listed under any other special use in the Vernon Hills Zoning Ordinance.
3. All activities in this special use will be in the B-1, General Business District.
4. Alcohol may be provided, subject to receipt of the necessary permits and licenses.

13.3.1. Arcade for electronic games;

13.3.2. Animal clinic;

13.3.3. Animal hospital;

13.3.4. Any public building erected or leased by any department of a municipality, county, state or federal government;

13.3.5. Any building erected or leased by any public utility (light, gas, telephone, water, sewer) for use as a branch office and distribution center;

13.3.6. Automobile service station and/or mini-mart and/or automobile laundry;

13.3.7. Cocktail lounge or package liquor store;

13.3.8. Convalescent care facility;

13.3.9. Day care centers and nursery schools;

13.3.10. Drive-in banks, savings and loan associations, and currency exchanges;

13.3.11. Equipment rental;

13.3.12. Funeral parlors;

13.3.13. General retail sales;

13.3.14. Gunsmiths and gun shops;

13.3.15. Hotels or ~~motor hotels;~~extended stay motels;

Commented [AJ11]: Insert reference to new definition

13.3.16. Reserved;

13.3.17. Reserved;

13.3.18. Pet shops;

13.3.19. Restaurants serving alcoholic beverages;

13.3.20. Restaurants: drive-in, drive-thru;

13.3.21. Day camps and overnight camps operated in conjunction with a day camp;

13.3.22. Commercial picnic grounds, including the serving, but not sale, of alcoholic beverages, and related activities;

13.3.23. Bowling facilities;

13.3.24. Landscape, construction and architectural offices and yard provided [proper] screening for storage areas is provided and that no retail sales of material or related products shall take place on said premises;

13.3.25. Children's recreation and fitness facilities;

13.3.26. Entertainment uses, with or without alcohol service and including movie theaters, concert or music halls;

13.3.27. Reserved;

13.3.28. Warehouse retail facility;

13.3.29. Billiard facilities;

13.3.30. Houses of worship, convents, rectories, parsonages, parish houses and monasteries, including nursery schools sponsored by and operated within the sponsor's buildings;

13.3.31. Hourly drop-off childcare facilities operated within an enclosed retail shopping center, where parents or custodians of the supervised children remain on the premise and are readily available;

13.3.32. Automobile rental/leasing establishment;

13.3.33. Temporary use of a trailer or modular units to accommodate a financial institution with or without drive-through facilities, subject to the standards set forth in Article Eighteen;

13.3.34. Medical cannabis cultivation centers; subject to the regulations contained in Section 4.15 et seq.

13.3.35. Automobile repair service establishment.

13.3.36. Electric vehicle charging station (EVCS) primary use.

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13.3.37. Tasting room, subject to the following:

1. Features such as on-site processing/production, entertainment, or liquor auctions shall be identified as part of the special use permit.
2. The establishment must obtain applicable liquor licenses from the village and state to permit all activities conducted on the premises.
3. A tasting room offering servings above the state threshold for samples (one fourths ounce spirits, one ounce wine, two ounce beer), may be accessory to a package liquor store, but must be identified as part of the package liquor store's liquor license.

13.3.38 Hookah lounge

13.3.39 Cigar lounge

Commented [AJ12]: Insert reference to new definition

(Ord. No. 91-32, § I, 6-4-91; Ord. No. 92-10, § I, 3-3-92; Ord. No. 92-26, § I, 5-5-92; Ord. No. 93-72, § I, 10-5-93; Ord. No. 99-02, § I, 1-5-99; Ord. No. 2003-45, § I, 7-15-03; Ord. No. 2003-73, § I, 11-4-03; Ord. No. 2004-112, §§ IX, X, 12-7-04; Ord. No. 2010-064, § I(Exh. B), 12-7-10; Ord. No. 2012-036, § 1(Exh. A), 6-19-12; Ord. No. 2014-042, § II(Exh. B), 11-18-14; Ord. No. 2025-014, § IV, 2-4-25; Ord. No. 2025-040, § III, 4-15-25)

Editor's note(s)—Ord. No. 650, § 2, adopted June 28, 1988, amended the Code by adding provisions designated as App. C, § 13.3.21. Inasmuch as there already exist provisions so designated, the provisions of Ord. No. 650, § 2, have been redesignated as § 13.2.23 by the editor. Subsequently, Ord. No. 675, § 1, adopted Oct. 25, 1988, amended App. C by adding provisions to § 13.3 but did not specify the manner of inclusion. Hence, said provisions have been included herein as § 13.3.24 at the discretion of the editor. Likewise, Ord. No. 91-32, § I, adopted June 4, 1991, added provisions to 13.3 but did not specify a subsection number. Thus, such provisions have been included herein as 13.3.25 at the discretion of the editor.

15A.7.2. All ingress and egress systems for permitted or special uses within the O-R&D-1 Office, Research and Development District shall intersect a major arterial thoroughfare or a major collector street, each as designed and designated in the official map of the village or pertinent village ordinance; and, as part of such ingress and egress systems, there shall be provided a clearly marked fire/emergency lane, not less than 15 feet in width, as close to any structure as might be possible, and then plainly marked so as to prohibit parking thereon or obstruction thereof in any way.

15A.7.3. Refuse or trash collection areas shall be provided at the rear of each structure or positioned in or near the common parking lot or a driveway, as recommended by the planning and zoning commission; and shall be completely screened from view on all sides, with solid fencing of either wood or masonry construction, to a height of seven feet; and shall include concrete pad and an operable door of adequate width. Each such refuse area shall be provided with [a] closed and covered trash container of a type and size as required by the village ordinances pertaining thereto. It shall be the responsibility, either separate or joint, of the owner and/or manager of the structure to ensure that the refuse areas are kept in a neat and well-ordered manner at all times. The owner and/or manager of the structure shall ensure that any spillover at the time of refuse removal is promptly and properly cleaned up, and that refuse is removed on a regular basis according to village ordinances pertaining thereto.

15A.7.4. Off-street parking and loading facilities shall be provided as required in Article Nineteen.

15A.7.5. Trucks and semitrailers shall not be parked or stored out-of-doors overnight, in the parking lot or on the premises, except within an enclosed loading dock, garage, or within a walled and gated sight screen enclosure, open to the sky, constructed of the same masonry exterior materials as the principal building and equal in height to the height of the first floor of the principal building. However, temporary parking overnight, not to exceed a 48-hour time period, may be permitted for delivery vehicles which arrive after normal business hours.

15A.7.6. There shall be no outdoor storage of any materials of any kind, except as provided in section 15.7.5, nor shall there be any sale of any goods or services out-of-doors, except by special permission of the president and board of trustees.

(Ord. No. 590, § 1, 7-28-87)

ARTICLE SIXTEEN. B-P BUSINESS PARK DISTRICT

Sec. 16.1. Purpose.

The B-P Business Park District is intended to provide for well-designed, attractive and innovative buildings housing nuisance-free, light industrial and compatible uses in an environment which is characterized by controlled ingress and egress to major streets and extensive setbacks and yard areas with imaginative landscaping, and which will provide screening and landscaping necessary to create a proper relationship with adjacent areas.

(Ord. No. 91-43, § VI, 7-16-91)

Sec. 16.2. Permitted uses.

The following uses are permitted in a B-P Business Park district subject to the regulations contained in section 4.14 et seq. In addition, uses listed in 13.2 (permitted uses in the B-1 district) are permitted in locations within the BP district designated as retail commercial centers in an RPUD.~~:~~

Commented [AJ13]: Interpretation of RPUD meaning

16.2.1. Blueprint and photostating;

16.2.2. Bookbinding;

16.2.3. Engraving, printing and publishing;

16.2.4. Lithographing;

16.2.5. Manufacturing of medical and dental equipment, drafting, optical and musical instruments; watches, clocks, toys and games; electrical or electronic apparatus and equipment from previously fabricated parts;

16.2.6. Warehouse storage of nonhazardous materials, products and equipment, wholly enclosed within the building;

16.2.7. Wholesale sales and warehouses;

16.2.8. Salesrooms and offices incidental to the permitted uses;

16.2.9. Accessory uses, subject to the provisions of article four;

16.2.10. Off-street parking and loading facilities as required or permitted by Article Nineteen; and

16.2.11 Self-storage or commercial storage facilities.

(Ord. No. 91-43, § VI, 7-16-91; Ord. No. 2010-064, § I(Exh. B), 12-7-10; Ord. No. 2025-100, § 2 (Exh. B), 9-2-25)

Sec. 16.3. Special uses.

Upon recommendation by the planning and zoning commission, after public hearing on a petition pertaining thereto, in accordance with the requirements set forth for hearing in section 21.6, the corporate authorities of the village may, by special use permit, allow the following uses in the B-P Business Park district subject to the regulations contained in section 4.14 et seq. In addition, uses listed in 13.3 (special uses in the B-1 district) are permitted in locations within the BP district designated as retail commercial centers.

Commented [AJ14]: Interpretation of RPUD meaning

16.3.1. Automobile, new car dealerships with new car showrooms, auto preparation and service bays, new car storage and similar accessory uses normally consistent with a new car dealership. Used car sales shall be permitted only in conjunction with a new car dealership, and shall be limited to a maximum of three square feet of outdoor display area for each one square foot of new car indoor display, sales showroom, excluding office space;

16.3.2. Automobile service stations for the retail sales and dispensing of fuels, lubricants, tires, batteries, accessories and supplies, including installation and normal services customarily incidental thereto. All activities except the retail sale and dispensing of fuel shall be conducted wholly within the building;

16.3.3. Any public building erected or leased by any department of a municipality, county, state or federal government;

16.3.4. Any buildings erected or leased by any public utility (light, gas, telephone, water, sewer) for use as a branch office and/or a distribution center;

16.3.5. Any production, processing, cleaning, services, testing, repair or storage of materials, goods, or products of a nonhazardous nature or FCC licensed commercial A.M. band transmitting facilities, which will not be injurious or offensive to the occupants of adjacent premises by reason of the emission or creation of noise, vibration, smoke, dust or other particulate matter, toxic or noxious materials, odors, fire or explosive hazards, glare or heat. Any uses permitted, including storage of any materials, products, goods, vehicles or any other equipment or raw or finished materials, must be conducted entirely and wholly within the building.

16.3.6. Sports complex.

16.3.7. Temporary use of a trailer or modular units to accommodate a financial institution with or without drive-through facilities and subject to the standards set forth in Article Eighteen.

16.3.8. Automobile repair service establishment.

16.3.9. Medical cannabis dispensing facility; subject to the regulations contained in Section 4.15 et seq.

16.3.10 Motor vehicle terminal, including motor vehicle service/repair, washing, parking and/or garage facilities, and similar accessory uses, subject to the following conditions of use:

a. Motor vehicles are limited to automobiles, buses, and trucks including trailers, vans, boats and recreational and medical transport vehicles. Trailers containing cooling units (aka reefer units) are prohibited from operating said cooling units on the subject property.

b. No storage of garbage waste hauling trucks or related containers shall be allowed except within a completely enclosed building.

c. No storage of any hazardous waste, chemicals or materials of any type, other than those associated with motor vehicle maintenance and repair, shall be permitted on the property.

d. No above or below ground fuel storage tanks shall be permitted on the property except as may otherwise be permitted by the board of trustees.

e. No maintenance or repairs of vehicles including washing shall occur within the parking lot except for emergency repair services required to start and operate the vehicle. Otherwise, all work must be within a completely enclosed building.

f. Vehicles, except for personal automobiles used by employees of the business, shall be parked outside the required front yard.

g. Motor vehicle terminals are prohibited on all properties located within, or within but not subject to, the provisions of a regional planned unit developments or planned unit developments, i.e. Corporate Woods or Continental Executive Parke.

h. For property located within 300 feet of a residential district, all storage of materials, freight or similar uses, except for motor vehicles in operable condition and trailers, shall be located within a completely enclosed building. It is recognized that freight may remain temporarily in a trailer while the trailer is parked on the property.

16.3.11 Hotels or extended stay hotels

(Ord. No. 91-43, § VI, 7-16-91; Ord. No. 98-33, § I, 5-19-98; Ord. No. 2004-112, § XIII, 12-7-04; Ord. No. 2010-064, § I(Exh. B), 12-7-10; Ord. No. 2012-036, § 1(Exh. A), 6-19-12; Ord. No. 2014-042, § II(Exh. B), 11-18-14; Ord. No. 2025-100, § 2 (Exh. B), 9-2-25)

Commented [AJ15]: Acknowledges that BP has existing hotels

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Sec. 16.4. Lot area and intensity of use.

Every lot or tract of land upon which a building is erected or maintained shall have:

16.4.1. An area of not less than 160,000 square feet;

16.4.2. A width of not less than 200 feet; and

16.4.3. A ratio of building coverage of not more than 30 percent of the total site area for the principal building or buildings.

Sec. 18.7. Reserved.

Editor's note(s)—Ord. No. 2012-036, § 1(Exh. A), adopted June 19, 2012, repealed § 18.7 which pertained to financial institutions with or without drive-through facilities and derived from Ord. No. 2004-112, § XIV, adopted Dec. 7, 2004.

ARTICLE NINETEEN. OFF-STREET PARKING AND LOADING

Sec. 19.1. Purpose.

The purpose of this article is to alleviate or prevent congestion of the public streets and so promote the health, safety and welfare of the public by establishing minimum standards for the off-street parking and loading of motor vehicles, in accordance with the use of property as permitted in the individual use districts.

Sec. 19.2. Scope of regulations.

19.2.1. Accessory off-street parking and off-street loading facilities shall be provided as required by the regulations of this article, for all buildings and structures erected, altered, or enlarged and all uses of land established in each district after the effective date of this ordinance, except that where a building permit has been issued prior to the effective date of this ordinance, and provided that construction is begun within six weeks of such effective date and diligently prosecuted to completion, parking and loading facilities in the amounts required by the ordinance in effect at the date of issuance of the building permit shall govern.

19.2.2. When the intensity of use of any building, structure, or premises is increased through the addition of dwelling units, gross floor area, seating capacity, or other units of measurement, such increase shall be permitted only if the required parking and loading facilities for the addition are also provided.

19.2.3. Whenever the existing use of a building or structure shall hereafter be changed to a new use, parking or loading facilities shall be provided as required for such new use. However, if the said building or structure was erected prior to the effective date of this ordinance, additional parking or loading facilities are mandatory only in the amount by which the requirements for the new use would exceed those for the existing use.

19.2.4. Nothing in this ordinance shall be deemed to prevent the voluntary establishment of off-street parking and loading facilities in excess of the minimum requirements to serve any existing use of land or buildings, provided that all regulations herein governing the location, design, and operation of such facilities are adhered to, except that no off-street parking or loading facilities accessory to a nonconforming use shall be expanded.

19.2.5. Accessory off-street parking facilities in existence on the effective date of this ordinance and located on the same lot as the building or use served, shall not hereafter be reduced below, or if already less than required, shall not be further reduced below, the requirements for a similar new building or use under the provision of this ordinance.

Sec. 19.3. Use of accessory parking and loading facilities.

19.3.1. Off-street parking facilities shall be solely for the parking of motor vehicles of the employees, patrons, or occupants of the permitted use and their guests.

19.3.2. Off-street parking facilities accessory to residential uses, in accordance with the requirements of this section, shall be used solely for parking of motor vehicles owned by occupants of the dwelling or by guests of said occupants. ~~Under no circumstances shall required~~ Pparking facilities accessory to residential structures shall not be used for the storage of commercial vehicles with weight classification capacity of over one ton or a State of Illinois

Commented [AJ16]: Address unenforceable restriction; add reference to general regulations in residential districts

"D" plate, parking for commercial or manufacturing uses; or sales or repair work. Consideration may be given for vehicles with a weight classification determined by towing capacity, provided that the load is not also parked/stored at the location. See additional standards for commercial vehicle and recreational vehicle parking in Section 4.7.3 and 4.7.4.

19.3.3. Off-street loading facilities shall be used only for loading or unloading of goods, for the use of which such loading facilities are accessory, and shall not be used for storage or repair of vehicles.

(Ord. No. 2007-66, § III, 11-20-07)

Sec. 19.4. Location of accessory parking.

19.4.1. Accessory off-street parking spaces shall be located on the same lot as the use served, except when the planning and zoning commission recommends and the board of trustees authorizes, for a specific use, all or part of the required off-street parking spaces to be located on a lot that does not contain the principal use or structure, provided such facilities are within 300 feet, measured along the shortest line of public access, of said building. In cases where parking facilities are permitted on a lot other than the lot on which the structure or use served is located, the owner of record of such lot shall be the same as the owner of record of the lot occupied by the structure or use in which the parking facilities are accessory, or the right of use of such lot may be granted for the duration of the structure or use served. In either case, a covenant running with the land must be recorded in the office of the Recorder of Deeds of Lake County, Illinois, for the lot upon which the accessory off-street parking is located, with the same requirements and conditions attaching to such substitute accessory use lot as would otherwise apply for such facilities. Copies of the recorded covenants and the lease agreements, if any, shall be deposited at the office of the zoning administrator. The covenants shall not be released and the lease agreement shall not be terminated, until such time as either one of the following conditions occur:

19.4.1.1. The structure on the lot containing the principal use is terminated; or

19.4.1.2. Another lot of the required size, within the required distance, is properly developed and used for the required accessory off-street parking, in place of the initial lot used for accessory off-street parking, with the same requirements, covenants, and conditions attaching to such substitute accessory use lot, as approved by the same authority as required for approval of such initial use lot.

19.4.2. Off-street parking facilities for different buildings, structures or uses, or for mixed uses on the same lot or parcel, may be provided collectively; provided, that the total number of spaces so located together shall not be less than the sum of the separate requirements for each use, and that such facilities are maintained in the same ownership as the use or uses served.

19.4.3. Location of required parking:

19.4.3.1. In all single-family, two-family and attached single-family districts, R-1 through and including R-6 residential districts, there shall be a minimum of a one-car garage of at least 200 square feet and not greater than 1,000 square feet of interior area for each and every dwelling unit, either attached to the dwelling unit or detached, or in combination, on the same zoning lot as the principal building. One attached garage shall be required for all new single-family dwellings issued a building permit on or after January 1, 2000. The maximum garage door opening(s) shall be eight feet high. All attached garages exceeding these requirements shall be reviewed by the zoning board of appeals and approved by the village board. Standards used in the review shall include, but not be limited to the size of the garage in comparison to the square footage of the residential structure, proportion, and type of exterior finish materials.

19.4.3.2. In R-7, Multiple-Family Dwelling Districts, required parking spaces may be located in any side or rear yard, except that no parking or driveways providing direct access to such parking shall be closer to the property line than 15 feet and no parking shall be permitted in any front yard;

19.4.3.3. In B-1, O-R&D, and B-P Districts, no required parking spaces shall be located within any required fire lane or landscaped buffer strip;

19.4.3.4. In all residential districts, all motorized, wheeled vehicles, and trailers shall be parked on a driveway, as defined in Article 3, or a parking pad, constructed of asphalt or concrete. Parking pads shall be located to the side of or behind the dwelling, and in the case of a corner lot, parking pads shall not extend beyond the building line that faces the street. Additionally, parking pads shall be located a minimum of five feet from any interior side or rear yard property line and not within any recorded utility or drainage easement. Motorized vehicles, recreational vehicles, and/or trailers shall not be parked on the lawn and shall comply with the provisions as set forth in Article 4 of this ordinance.

(Ord. No. 91-43, §§ VI, VII, 7-16-91; Ord. No. 2000-31, § I, 5-2-00; Ord. No. 2004-112, § XV, 12-7-04)

Sec. 19.5. Residential driveway and driveway entrance design and location.

19.5.1. Except as provided, in all residential districts the driveway shall be a bituminous asphalt, Portland cement concrete, or brick paver a minimum of ten (10) feet in width. The maximum width shall be no wider than the width of the garage; where no garage exists or where the garage is less than twenty (20) feet in wide, the maximum width shall be twenty (20) feet. A driveway may be configured to allow access to a parking pad installed in accordance with Article 4, Section 4 of this ordinance. The driveway shall be configured to meet the width of the driveway entrance (apron) at the property line, unless a variance is obtained. Driveways which widen in the approach to the garage must gradually widen to the full width at least ten feet from the front property line.

Exception: Single-family residential property owners may install up to an additional eighteen (18) inch wide decorative concrete or brick paver ribbon(s) adjacent to the driveway that extends beyond the maximum allowable width of the driveway as defined above.

19.5.2. Except as provided, in all residential districts the driveway entrance (apron) shall be Portland cement concrete located within a public right-of-way that connects the driveway to the street right-of-way. The driveway entrance shall be installed in accordance with Exhibit 34 of the Village's Development Ordinance. The maximum width of the driveway entrance shall be twenty (20) feet wide at the property line and twenty-four (24) feet wide at the curb, unless a variance is obtained.

Exceptions:

(1) Single-family residential property owners may install up to an additional eighteen (18) inch wide decorative concrete or brick paver ribbon(s) adjacent to the driveway entrance that extends beyond the maximum allowable width of the driveway entrance as defined above~~, contingent upon the owner endorsing a letter of waiver prior to the issuance of a permit.~~ . The use of pavers in the apron, even as a decorative edge as described above, may be permitted at the discretion of the Village Engineer upon receipt of a signed waiver from the property owner.

(2) Existing nonconforming asphalt aprons may be replaced in-kind.

(3) Lots with a width of eighty feet (80.0') or more may increase the width of the driveway at the property line to 33% of the lot width, to a maximum of 28 feet.

19.5.3. The edge of residential driveways and driveway entrances shall be located a minimum of five feet from any adjacent property line and shall not be located within any recorded utility or drainage easement.

19.5.4. Driveways serving side-load garages shall provide a minimum of 25 feet of surface area between the garage and the edge of the driveway. Driveways shall be located a minimum of five feet from any property line and shall not be located within any recorded utility or drainage easement. Exception: When approved by the village

engineer and the entity having jurisdiction over the easement, driveways may be located within utility and drainage easements, provided the edge of the driveway is setback a minimum of five feet from the property line.

(Ord. No. 2000-31, § III, 5-2-00; Ord. No. 2001-41, § I, 6-5-01; Ord. No. 2003-69, § I, 11-4-03; Ord. No. 2012-036, § 1(Exh. A), 6-19-12)

Sec. 19.6. Computation of parking requirements.

In determining the number of off-street parking spaces required:

19.6.1. Floor area shall mean the gross floor area of the specific use, excluding any floor or portion thereof used for parking;

19.6.2. Where fractional spaces result, any fraction of one-half or less may be disregarded, while a fraction in excess of one-half shall be counted as one parking space;

19.6.3. Areas designated for loading and unloading, and driveways shall not be considered as parking spaces;

19.6.4. In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.

(Ord. No. 2000-31, § II, 5-2-00)

Sec. 19.7. Parking requirements for permitted and special uses.

No permitted or special uses shall be established or maintained, unless off-street parking spaces are provided as follows:

19.7.1. Residential uses: Two spaces per dwelling unit, plus three-tenths parking space per unit for guest parking;

19.7.2. Elementary or junior high school: One space for each two employees, plus one space for [each] 1,000 square feet of gross floor area;

19.7.3. High schools: One space per each two full-time employees, plus one space per each ten students, plus one space per each 2,500 square feet of gross floor area;

19.7.4. Colleges, technical, and trade schools: One space per each employee, plus two spaces per each three students based on the maximum number of students attending classes on the premises at any one time, but in no case less than one space per 200 square feet of classroom gross floor area. Parking requirements for auditoriums, cafeterias, and gymnasiums shall be based on maximum seating capacity and calculated in addition to the classroom spaces;

19.7.5. Theaters, stadiums, grandstands, auditoriums and meeting halls: One space per each two seats or 60 inches of lineal seating area;

19.7.6. Automobile service station: One space per each two employees, plus two spaces for each service bay;

19.7.7. Restaurants: One space per each two employees, plus space equivalent to 50 percent of seating capacity;

19.7.8. Medical, health, and dental offices, clinics, spas, and clubs: One space per 200 square feet of gross floor area;

19.7.9. Assembly (industrial) uses: One space per each 600 square feet of gross floor area;

19.7.10. Wholesale uses: One space per each 900 square feet of gross floor area;

19.7.11. Hotels and motor hotels: One and two-tenths spaces for each rentable room and one space for each two employees, plus parking as required elsewhere in this section for any affiliated uses such as restaurants or meeting halls;

19.7.12. Houses of worship: One space per each three seats or 80 inches of lineal seating area;

19.7.13. Office structures: One space for each 250 square feet of gross floor area;

19.7.14. All other permitted or special uses: One space per 200 square feet of gross floor area;

19.7.15. Bowling facilities: Five spaces per lane, plus one space for every three persons of design capacity for any accessory use;

19.7.16. Warehouse retail facility: One space per each 165 square feet of gross floor area;

19.7.17. Assisted living and congregate housing for the elderly: One space per each two employees, plus one space per two dwelling units or rooms;

19.7.18. Convalescent care facility: One space for each two employees plus 1 space per four dwelling units or room.

(Ord. No. 650, § 3, 6-28-88; Ord. No. 92-26, § III, 5-5-92; Ord. No. 95-17, § VI, 3-21-95; Ord. No. 2000-31, § II, 5-2-00; Ord. No. 2001-41, §§ I—III, 6-5-01; Ord. No. 2001-55, § III5., 8-7-01; Ord. No. 2004-112, § XVI, 12-7-04; Ord. No. 2012-036, § 1(Exh. A), 6-19-12)

Sec. 19.8. Design and maintenance of parking facilities.

19.8.1. Every parking lot shall be graded for proper drainage and provided with an all-weather surface, as approved by the village engineer, maintained at all times in such manner as to prevent the release of dust, and shall be kept free of dust, trash and debris. The required maintenance shall include snow removal during the winter season. Parking on surfaces such as grass or gravel pads is considered to be a nuisance condition per Chapter 13.

Commented [AJ17]: Recommend related update to Chapter 13

19.8.2. Every parking area shall be so designed that each parking space shall open directly upon an aisle or driveway, of such width and design as to provide safe and efficient means of vehicular access to such space(s).

19.8.3. Every parking area shall be designed with appropriate means of vehicular access to a street, in such manner as to minimize interference with traffic movement.

19.8.4. Entrances and exits to and from a parking area shall be not less than 16 feet and not more than 36 feet in width.

19.8.5. All open parking spaces, except those accessory to single-family dwellings, shall be provided with wheel guards of concrete, masonry or steel construction, so located that no parked vehicle will extend beyond the allotted space.

19.8.6. Where hazards exist which can be minimized or eliminated by lighting, or where parking use extends into hours of darkness, the corporate authorities may require lighting of the parking area, in such manner and during such hours as may be deemed necessary in the interest of public safety and security. Such lighting facilities shall be so arranged and operated that they neither unreasonably disturb occupants of adjacent properties, nor interfere with traffic.

19.8.7. No public parking area shall be used for the sale, repair, dismantling or servicing of any vehicles, equipment, materials or supplies.

19.8.8. Each off-street parking space shall have an area of not less than 180 square feet, exclusive of access drives or aisles, and shall have a length of not less than 18.5 ~~20~~ feet, a width of not less than nine feet, and a vertical clearance of not less than seven feet, except as provided in section 19.7.10.

19.8.9. Landscaping within every parking lot shall be provided in accordance with a plan, as approved by the village, specifying the location, type and size of all plant material to be used. The area devoted to such landscaping shall be not less than 180 square feet of area for each 15 parking spaces.

19.8.10. Handicapped parking spaces shall be provided in accordance with the village building codes.

19.8.11. The minimum standards for parking lots and parking lot construction shall be equivalent to the requirements of a residential or collector street, depending on the potential traffic usage, as determined by the village engineer, and as defined in the Subdivision Control Ordinance.

19.8.12. Every parking lot shall be maintained in accordance with the current edition of the International Property Maintenance Code.

19.8.13 The use of form-fitting covers within off-street parking areas may be permitted for no more than 90 days. Tarps or similar covers are prohibited, except within 14 days of an accident.

Commented [AJ18]: Address unique questions involving car covers, fabric carports, etc.

19.8.14 Temporary structures, such as soft-sided sheds and carports, are prohibited.

19.8.15 Carports are prohibited unless explicitly approved as part of the design of the development. Other carports determined to be lawfully constructed may be repaired per Article 17 of this Zoning Code.

(Ord. No. 2000-31, § II, 5-2-00; Ord. No. 2012-036, § 1(Exh. A), 6-19-12)

Sec. 19.9. Location of off-street loading spaces.

19.9.1. Off-street loading spaces, when required by the provisions of section 19.9, shall be located on the same lot or parcel as the use served.

19.9.2. No off-street loading space in B-1, O-R&D, or B-P Districts shall be located within 40 feet of a residence district.

19.9.3. No off-street loading space shall be located within 40 feet of the closest point of intersection of two or more public rights-of-way.

19.9.4. No loading space shall be located in a required front yard, and any loading space located in a required rear yard shall be open to the sky. Access lanes to enclosed loading docks within the building are permitted in all yards except the required front yard.

(Ord. No. 91-43, §§ VI, VII, 7-16-91; Ord. No. 2000-31, § II, 5-2-00)

Sec. 19.10. Required off-street loading spaces.

In any B-1, O-R&D, or B-P District, the minimum number of off-street loading spaces accessory to any building or structure hereafter erected, structurally altered, or enlarged shall be:

Gross Floor Area of Structure	Required Number of Spaces
5,000 to 10,000	1
10,000 to 25,000	2
25,000 to 40,000	3
40,000 to 100,000	4

For each additional 100,000 square feet of gross floor area, or fraction thereof over 100,000 square feet of gross floor area, one additional loading space shall be required.

(Ord. No. 91-43, §§ VI, VII, 7-16-91; Ord. No. 2000-31, § II, 5-2-00)

Sec. 19.11. Design and maintenance of off-street loading facilities.

19.11.1. A required off-street loading space shall be at least 14 feet in width and at least 65 feet in length, exclusive of access drives, aisles, ramps, maneuvering space, columns, and work areas, and shall have a vertical clearance of not less than 15 feet. Where a use is not required to have a loading space, according to section 19.9, provisions shall be made for incidental deliveries and refuse pickup, following the same general rules as provided in section 19.10, excepting section 19.10.1.

19.11.2. Each required off-street loading space shall be designed with appropriate means of vehicular access to a street or drive, in a manner which will least interfere with traffic movements, and no area allocated to any off-street loading spaces shall be used to satisfy the space requirements for any off-street parking facilities or emergency access drive or portions thereof.

19.11.3. All open off-street loading spaces, access drives, aisles, and maneuvering space shall be improved with a compacted base and a permanent wearing surface, as approved by the village.

19.11.4. No storage of any kind, or motor vehicle repair work or service of any kind, shall be permitted within any required loading space.

19.11.5. Open off-street loading spaces shall be completely screened from adjacent uses by a fence, wall or door, or any combination thereof, not less than six feet nor more than eight feet in height, or a densely planted screen consisting of trees and hedge, maintained to not less than six feet nor more than eight feet in height, except trees.

Sec. 19.12. Electric Vehicle Parking for Residential Uses

19.12.1. Minimum required EV parking. Residential uses, as categorized in the Illinois Electric Vehicle Charging Act, are required by the Act to be provided with a minimum number of EV Capable parking stalls. EV Capable is defined as having an outlet or enclosure within 3 feet of the parking space connect with conduit to an electrical panel with the capacity to supply an EV charger on a dedicated circuit. The Village intends to reduce the total quantity of required EV Capable stalls for certain uses. The minimum required EV Capable parking stalls shall be as follows:

a. Single Family Detached. A new single family detached home shall have at least one EV capable space.

b. Attached single family. New attached single family homes shall have at least one EV capable space.

c. Small multifamily residence (up to 4 units). New small multi-family buildings shall at least on EV capable space per unit. In the event that parking is assigned to the each unit, the Village (during the site plan review process) may determine that one shared (unassigned) EV capable stall for residents and guests may be permitted. Documentation, such as a shared usage policy describing access to charging, may be required in making this determination.

d. Large multi-family residence (5 or more units). New multi-family residential buildings shall have one EV Capable parking stall per unit.

i. The quantity of EV Capable stalls may be reduced to a ratio of no less than 0.2 per unit during the site plan review process in the event that shared (unassigned) EV capable stalls are available. Documentation, such as a shared usage policy describing access to charging, may be required in making this determination.

ii. EV Capable, EV Ready, or EV Installed parking stalls within structured parking shall be subject to the review/approval of the Building Commissioner following consultation with the fire protection district. The configuration of EV charging within parking structures may require features such as enhanced sprinkler coverage.

e. Conversions and renovations. Large multi-family buildings undergoing substantial renovation (requiring units to be unoccupied) or condo conversion must meet the requirement for new construction. Exception: the requirement may be waived if the only method of meeting the EV Capable requirement would necessitate excavation of the parking lot.

(Ord. No. 2000-31, § II, 5-2-00)

ARTICLE TWENTY. PLANNED UNIT DEVELOPMENTS

Sec. 20.1. Purpose.

The purpose of this article is to provide for planned unit developments which are characterized by:

20.1.1. A maximum choice in the types of environment available to the public, by allowing a development that would not be possible under the strict application of the other sections of this ordinance;

20.1.2. Permanent preservation of common open space and recreation areas and facilities;

20.1.3. A pattern of development to preserve natural vegetation, topographic and geologic features;

20.1.4. A creative approach to the use of land and related physical facilities, that results in better development and design and the construction of aesthetic amenities;

20.1.5. An efficient use of the land, resulting in [a] more economic networks of utilities, streets, and other facilities;

20.1.6. A land use which promotes the public health, safety, comfort, morals and welfare.

The provisions of this article provide for developments incorporating a single type or a variety of related uses which are planned and developed as a unit. Such development may consist of conventionally subdivided lots or provide for development by a land use and zoning plat, in keeping with the purpose of the plan.

Sec. 20.2. Procedure.

A planned unit development, if granted, shall be a special use in accord with the following procedures and may depart from the normal procedure, standards, and other requirements of other sections of this ordinance. Applications shall be made on forms provided by the village and shall be accompanied by the required plans and documents. The application at each step shall be certified by the village clerk as containing all information and data required under these procedures, and shall be reviewed by the technical review committee, in accordance with the plan review procedures adopted by the village board.

20.2.1. Concept review. Prior to the filing of an application for approval of a preliminary plan for a planned unit development, the developer shall submit a concept plan for review according to the procedures for plan review, applicable to planned unit developments.

20.2.2. Approval of preliminary plan. A preliminary plan of the planned unit development shall be submitted to the president and board of trustees, who shall refer same to the plan commission for public hearing, report, and recommendation as to whether or not the president and board of trustees should issue the special use permit

Sec. 20A.2. Location, ~~and~~ permitted uses, and interpretation of underlying zoning.

A. Special use in all zoning districts. The regional planned unit development is authorized as a special use in each of the zoning districts of this ordinance. Any permitted or special use available under any of the various zoning district classifications of the village, whether singly or in combination, and any other use permitted by law, may be allowed as either a permitted or special use within a regional planned unit development upon approval thereof by the village board of trustees.

B. Special provisions shall apply.

The village board of trustees, in connection with its consideration of a conceptual plan, may determine, for any such regional planned unit development, that special provisions, restrictions or considerations are required in order to adequately provide for public health, safety and welfare or to meet the needs of other units of local government. In the event such determination is made as part of the approval of a conceptual plan for a regional planned unit development, the development of said regional planned unit development shall be consistent with such special provisions, restrictions or considerations as determined by the village board.

C. Underlying zoning. In the event that an RPUD use or bulk regulation is stricter or more specific than the underlying zoning district provision, the RPUD regulation shall apply. In the event that the RPUD is silent on a given regulation, the underlying district shall apply. Uses permitted in both the RPUD and underlying zoning are considered to be permitted, subject to specific designations in the RPUD clearly identifying the intent of the location (i.e., a retail area on the perimeter of a business park RPUD).

(Ord. No. 562, § 1, 12-23-86)

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Sec. 20A.3. Procedure.

A regional planned unit development shall be granted as a special use in accordance with the procedures and standards of this Article 20A. Applications shall be made on forms provided by the village and shall be accompanied by the required plans and documents. The plans, drawings and other information required for each step as hereinafter set forth shall be furnished sufficiently in advance of the various meetings and hearings associated with each step to permit staff review prior to the time of such meetings and hearings.

(a) *Step 1. Preapplication procedure (optional):*

Preapplication conference:

Prior to the filing of an application for approval of a regional planned unit development, the developer may request of the village an informal meeting to discuss the development of its land in conjunction with village planning and zoning objectives and the village comprehensive plan. The request for a preapplication conference shall be made to the village clerk, who shall submit such application to the village manager for processing.

The preapplication conference is not mandatory and does not require formal application, fee or filing of a regional planned unit development conceptual plan.

The preapplication conference may also be employed by the developer of a portion of a regional planned unit development in connection with a proposed revision to a conceptual plan, a proposed preliminary plan and/or a proposed final plan.

(b) *Step 2. Conceptual plan procedure:*

(1) *Purpose:*

Sec. 21.5. Variations.

The power to determine and approve variations is hereby reserved to the corporate authorities of this village and shall be exercised only by the adoption of ordinances. The corporate authorities may determine and vary the application of regulations adopted by the Vernon Hills Zoning Ordinance, as amended, or other regulations adopted pursuant to Division 13 of the Illinois Municipal Code, provided that the same shall be in harmony with the general purpose and intent and in accordance with general or specific rules contained in such regulations, in cases where there are practical difficulties or particular hardship in the way of carrying out the strict letter of those regulations relating to the use, construction, or alteration of buildings or structures, or the use of the land.

21.5.1. In any event, however, no variation shall be made by the corporate authorities specified without a public hearing before the zoning board of appeals, in accordance with the provisions of sections 21.4.3 and 21.8. In considering all proposed variations, the board of appeals shall, before making any recommendation to the corporate authorities for the grant of variation, in a specific case, first determine that the proposed variation would be in harmony with the general purpose of the Vernon Hills Zoning Ordinance and regulations thereunder, and only in cases where there are practical difficulties or particular hardship in the way of carrying out the use, construction or alteration of buildings or structures, or use of land. In its consideration of the standards of practical difficulties or particular hardship, the board of appeals shall require evidence that:

(1) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone; and

(2) The plight of the owner is due to unique circumstances; and

(3) The variation, if granted, will not alter the essential character of the locality.

A variation shall be permitted only if the evidence sustains each of the three conditions enumerated.

21.5.2. The board may recommend, and the corporate authorities may impose, such conditions and restrictions upon the premises benefited by a variation as may be necessary to comply with the standards set out in this section and reduce or minimize the injurious effect of such variation upon other property in the neighborhood and to carry out the general intent of this zoning ordinance.

21.5.3. The zoning board of appeals shall, as expeditiously as practical upon referral by the corporate authorities of [on] request for variation, hold all necessary hearings and shall transmit to the village clerk within 30 days from the date that the board reaches its recommendation and determination, the result thereof. The report and recommendation to the corporate authorities shall be accompanied by findings of fact and shall refer to any exhibits containing plans and specifications for the proposed use or variations, which shall remain a part of the permanent records of the board of appeals. The findings of fact shall specify the reason or reasons for recommendation for making of the variation. The terms of relief granted by ordinance shall be specifically set forth in a conclusion or statement separate from the findings of fact of the board of appeals. Property for which relief shall be granted by ordinance shall not be used in violation of the specific terms of the ordinance, unless uses are changed by further findings of fact and additional ordinances.

21.5.4. The corporate authorities shall act upon the recommendation of the board of appeals within 14 days of receipt thereof by the village clerk. Where a variation is to be made by ordinance upon report of the board of appeals, the corporate authorities by ordinance, without further public hearing, may adopt any proposed variation or may refer it back to the board for further consideration, and any proposed variation which fails to receive the approval of the board of appeals shall not be passed except upon the favorable vote of two-thirds of the corporate authorities of the municipality. In any event, however, no ordinance granting a variation shall be adopted, except upon the affirmative vote of two-thirds or more of the corporate authorities constituting a quorum at the meeting at which such report and recommendation are considered.

21.5.5. Any ordinance granting a variation shall provide that the variation granted shall be valid for a period of no more than 12 months, with respect to the erection or alteration of a building, unless a building permit for such erection or alteration is obtained within such period and such erection or alteration is started within said period and proceeds to completion in accordance with the terms of the ordinance.

21.5.6. Any ordinance granting a variation with respect to permitting the use of a building or premises shall provide that the variation shall not be valid for a period longer than six months, unless such use is established within said period; provided, however, [that if] such use or permit is dependent upon the erection or alteration of a building, such ordinance shall continue in force and effect if a building permit for such erection or alteration is obtained within such period of time and such erection or alteration is started within such period of time and proceeds to completion in accordance with the terms of such ordinance.

21.5.7. Successive applications for the same relief shall not be submitted within any 12-month period.

21.5.8. Exceptions: During the consideration of an application for special use, a request for variation from the applicable regulations may be considered by the planning and zoning commission as a part of the public hearing. The commission, in making its motion regarding the special use, may recommend and the corporate authorities may impose such conditions and restrictions upon the premises benefited by a variation as may be reasonably necessary to reduce or minimize the injurious effect of such variation upon other property in the neighborhood and to carry out the general intent of the zoning ordinance.

21.5.9 Administrative variation. Minor variations, defined as those within ten percent (10%) of the relevant code requirement, may be reviewed by Village staff in conjunction with improvements on lots developed prior to 1999. Such variations are limited to the following: (1) encroachments in the required rear yard; (2) exceeding permitted rear yard coverage; or (3) exceeding permitted floor area ratio.

(Ord. No. 680, § 1, 11-15-88; Ord. No. 2012-036, § 1(Exh. A), 6-19-12; Ord. No. 2018-159, § 1, 12-11-18)

Sec. 21.6. Special uses.

21.6.1. Special uses may be proposed by the board of trustees, plan commission, by a person, firm, or corporation having a fee interest, a possessory interest entitled to exclusive possession, a contractual interest which may become a fee interest, an option to purchase, or any exclusive possessory interest which is specifically enforceable on the land which is described in the application prescribed by the zoning administrator.

21.6.1.1. An application for a special use shall be filed with the zoning administrator and thereafter entered into the records of the next meeting of the planning and zoning commission.

21.6.1.2. The planning and zoning commission shall fix a reasonable time, not to exceed 60 days, for the hearing of the request for special use permit and give due notice to the applicant and publish the same as required by law. Notice of the proposed special use shall be given in accordance with the provisions of section 21.8.

21.6.1.3. The planning and zoning commission shall deliberate publicly upon the petition, within 30 days of the date of the hearing. The planning and zoning commission may, upon notice to all interested parties, postpone all decisions for another 30 days, but no longer.

21.6.1.4. Findings and recommendations of the planning and zoning commission shall be submitted to the board of trustees not later than 60 days following the public hearing. All findings and recommendations of the planning and zoning commission shall be subject to the provisions of Article Eighteen.